

CERTIFICATE OF SERVICE

Case Name: Petitioners v. Respondent(s)  
Case No.: 10-2-25688-7 KNT WA.

IMPORTANT: Copies of this brief and any attachments must be sent to ALL parties in this case. Please list below the names and addresses of the parties who were sent a copy of your brief and the dates on which they were served. Be sure to sign the statement below.

I certify that a copy of this brief and any attachments was served, either in person or by mail, on the persons listed below.

*Clinton M. Tullis*  
Signature  
Notary NOT required

Name	Address	at	Date Served
Clerk of the Court to Bankruptcy Court Alexander			
Deliver to Honorable Hamilton Custom House, One			10-3-11
Judge: Robert E. Gerbert Bowling Green, New York, New York			
<i>On the Southern</i>	10004-1408	<i>District of New York</i>	
Mary Mato:for Universal Underwriters Insurance	PO Box 968062		10-3-11
	Schaumburg, Ill. 60196		

Zurich	
Universal Underwriters Insurance	
Company	Omaha, Nebraska 68154-8010
Rancho Cordova Claims Office	
	10-3-11

General Motors Corporation	
Mike Darowski	
PO Box 33172 Detroit, Mi.	10-3-11
482325772	

Pg 2 of 69

Five million dollars to come from attorneys Weil, Gotshal and Manges (LLP) also David R. Berg and to be assisted in that payment to Petitioners is assisted the LLP in illegal attempt to scare plaintiffs into dropping their case against them Agency of Cornforth Campbell by not considering Washington State Criminal Laws enacted by the Defendants.

# 2. Law Firm of WEIL,GOTSHALL & MANGES, LLP -----Law Firm:Willful-Malicious Conduct, Directed Representing GMC through: Motors Liquidation Co. a Criminal order to Petitioners to cancel this DEFENDANTS Case within five days or be prosecuted

# 3. GENERAL MOTORS CORPORATION No.3. Cannot Take Bankruptcy or find other means Combined with No1 above DEFENDANTS to hide Values: Defied Wa. State Criminal Laws

#### RCW.9A.08.030, RCW 9A.28.040, RCW 9A.28.020

#2,Above:Defendants, Recently Transmitted GMC Defendants to Officiating Bankruptcy Court Judge: HONORABLE ROBERT E.GERBERT<sup>? the last letter = T</sup> To dispose of General Motors Bankruptcy Debts ("Bankruptcy Courts Web Sight") ([www.nysb.uscourts.gov](http://www.nysb.uscourts.gov)) for all parties at ([www.motorsliquidationdocet.com](http://www.motorsliquidationdocet.com)).

A & B : Nos. 1,2 & 3

(A): The Nos. 1 & 3 above conspiring Defendants were believed to be, and therefore alleged to be, all Doing business and officially responsible of safety performance of new and used vehicles as a General Motors Agency advertised as a GMC Mr. Good-Wrench Dealership, operated by Cornforth Campbell in the City of Puyallup, State of Washington.

(B): The No.2 above conspiring "Defendants Law Firm"; is positively ordered to pay an additional Five Million Dollars to Plaintiffs from the Law Firms, Criminal order, to Plaintiffs to cancel General Motors Debt To Plaintiffs within five days or be incarcerated. Nothing Printed in Washington State Law Books have Honored Criminals, or those assisting in Criminal acts such as performed by Defendants.

C.

DEFENDANTS CRIMINAL (CULPABLE) NEGLIGENCE

Honorable Judge Hollis Hill

**Superior Court of Washington  
County of KING**

In re: Clinton M. & Margaret L.  
Tullis & Palimony Relationship  
Thereof.

PETITIONERS

and

Universal Underwriters Insurance CO.  
Attn. Mary Mato & Complicity of  
General Motors Corporation Respondent(s).

No. 10-2-25688-7 Kent

**Motion for Order re:**

~~on the merits to to pay the~~  
**(Optional Use)** sum that  
**(MT)** Petitioners ask for.

**I. Relief Requested**

Clinton and Margaret L. Tullis [Name of party] moves the court for an order re:  
Decision & Compensation For Life Time Injuries granting the following relief

[explain what you want the court to order]:  
Resolution & Completion in favor of Petitioners for Unnecessary  
& Permanent Damages implied by Respondents Crimes & Perjury  
inflicted upon Petitioners and Dangerous to the extreme on all,  
the General Public

**II. Statement of Facts/Statement of Grounds**

[Clearly and briefly state the facts upon which you base your case. Print or type.]

Cornforth Campbell Perjured to the extreme to sell petitioners a  
1999 GMC Suburban Vehicle, that proved to be absolutely dangerous  
I Clinton, has a large library of Purchased Law Books on Washington  
Rules of Court & Local Rules Books also. Clinton has been a member  
of AMOG for many years and consequently has received Considerable  
knowledge from retired Judges from Federal and other State retired  
Judges. Many disclosed need of change in the legal system,

I declare under penalty of perjury under the laws of the state of Washington that the foregoing is true and  
correct.

Signed at RENTON, [City] WA.

[State] on 9-29-11 [Date].

Clinton Monroe Tullis  
Signature of Moving Party or Lawyer/WSBA No.

CLINTON MONROE TULLIS

Print or Type Name

Motion for Order (MT) - Page 1 of 2  
WPF DRPSCU 01.0050 (6/2006)

Pro Se

2/11  
JV

Honorable Judge Hollis Hill

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON IN AND FOR THE COUNTY OF KING AT MALENG REGIONAL JUSTICE CENTER LOCATED IN THE CITY OF KENT

Clinton M. Tullis & Margaret L. Tullis  
And their Palimony Relationship thereof

No. 10-2-25688-7 KNT

Petitioners

No.1.GMC,Mr Good Wrench Agency: Cornforth-Campbell  
No.2.General Motors Corporation, "Complicity"

Respondents

COMMENCING JUNE, 2003

Campbell=OBLIGATES Universal

Underwriters Insurance Co.

Until this case is Completed.

*Petitioners motion for order of summary judgment*  
**1. Petitioners Relief Requested**

WA.Civil Rule 56(a): Petitioners Motion For the Court to Issue Summary Judgment on the liability of Respondents to Pay Petitioners Eighty Seven Million Dollars.

\$82,000,000.00 to be determined as follows: No<sup>1</sup>. Respondent: Agency of Cornforth Campbell GMC Mr. Good Wrench Insurance Company to attribute Maximum of Insurance commencing June 22, 2003 until final date of closing the Agency Policy estimated to be year of 20/10 and pervaded by: Universal Underwriters Insurance Company; Attention of Mary Mato, PO Box 968062 Schsumtusrg, Ill. 60196 Claim No. 250005587 Phone No. 916-859-2441. She cannot cancel this obligation and must send copies of all her company's contracts with the Agency of Cornforth-Campbell.

No<sup>2</sup>. The balance of the \$82,000,000.00 after Insurance determination shall be paid to Petitioners by General Motors Corporation; Presently through the responsible hands of the United States Bankruptcy Court: Honorable Judge, Robert E. Gerber officiating in the Southern District of New York, at Alexander Hamilton Custom House, One Bowling Green, New York, New York 10004-1408.

Nos<sup>3</sup>. Respondents: Attorney's Weil, Gotshal & Manges LLP: Fifth Avenue New York, New York 10153" and No. 4. Brianna Benfield & David R. Berz MLC 1308-I Street NW Suite 900 Washington DC 20005, Zone 8; Telephone No. (202)682-7000 combined owe \$5,000,000.00 Petitioners demand to be paid for their combined Perjury threatening Petitioners to cancel our case within five days or be Incarcerated. To resolve this shall also be resolved by the Honorable Judge Robert E. Gerber for part of General Motors costs for Nos. 3 and 4 assist with General Motors Bankruptcy determination. Petitioners motions the Court for an order re: Respondents to Pay for crimes and unnecessary injury's committed to Petitioners that created never ending health problems from injury and almost total loss of annual times with family's. and friends in Colorado, Utah, Idaho, Oregon, Eastern Washington, Oklahoma and Arizona.

Signed: Renton (city) Washington (State) on 9-21-11 Date

*Clinton Monroe Tullis*

Clinton Monroe Tullis Petitioner

Signature of Moving Party or lawyer AWSBA No:

Print or type name

Motion for Order(MT)- P-1 of 3

*Proposed*

WPF DRPSCU 01.0050 (6/2006)+

### **11. Statement of Facts/Statement of Grounds**

Washington Law: General Motors Corporation Constructive Fraud cannot take Bankruptcy or find other means to hide values. General Motors Corporation and its present affiliates are participating in the Criminal Neglect as formerly committed by the GMC Agency of Cornforth-Campbell whom violated many rules of Facts of law's and Perjury and many dangerous performances considered as extreme Criminal acts as purported in Washington State Court Rules.

### **111. Statement of Issues/Argument**

[Clearly and Briefly state the legal issues you want the Court to decide. Print /Type].

General Motors Corporation & Agency of Corn-Forth Campbell conspiring Respondents Complicity advertised as a GMC Mr. Good Wrench Agency; Installed what they declared as a brand new Trailer Brake Control plus handed Petitioners many untrue pages of conditions of perfection allocated to the 1999 Suburban, the Agency performed, to impress a sale of the Suburban. The Interior and exterior gave appearance as brand new and just testing the vehicle for approximately one-half mile appeared as excellent as proclaimed by the Agency Dealership and with the Paper work exhibits they afforded Petitioners. All those papers and the mounting of a so-called: new Trailer Brake Control, gave appearance of excellence. ROAD-DANGEROUS-HYPOCRICY.

**IV. Evidence relied Upon** (1) Petitioners became overwhelmed by the Agency Lies of conditions of the vehicle and the new appearance of the trailer brake Control which almost cost us our lives, and injuries to all vehicles near us that had suddenly stopped simultaneously for about one quarter of a mile from ahead. The papers designated as direct facts from Cornforth Campbell Dealership and the trailer brake control manual book afforded Petitioners by a south Tacoma RV Dealership, show the criminal lies of Dealers of GMC, Mr. Good-Wrench Agency. Papers & books will be available at trial.

**V. LEGAL AUTHORITY:** [1]. Petitioners had researched to several RVDealerships for a manual on the trailer brake control and were informed that none had used that type of Trailer Brake Control, for at least 20 years. The Trailer Brake Control collapsed in an Emergency, on a clear day, with moderate speeds and conditions. It could not suffice a moderate distance of use in emergency. As petitioners approached Centralia from the South, we noticed that the road became crowded with vehicles leaving Chehalis for the Freeway running to the North. Petitioners then noticed that all North Bound Vehicles were commencing slowly stopping for approximately one Quarter of a mile ahead. Petitioners commenced to do likewise. The trailer brake control almost immediately collapsed and the trailer began pushing our Suburban, which continued braking until making slow contact upon the stopped vehicle of the left lane ahead that had also bumped into a parked vehicle. Both lanes were suddenly closed, leaving inadequate room for an emergency to be provided in between; until parties stopped in the right lane, noticed our dilemma and moved enough to the right to allow Petitioners vehicle room to stop in between. Petitioners had slowly crawled upon the center of the left pickup with our Suburban and immediately turned the steering wheels to the right, again jammed upon the Suburban Breaks and jumped to the right, stopping, almost immediately without damaging any one and only moving two feet after again being on the Freeway Pavement with all wheels. The Suburban left Channel Frame broke in the left center and pushed the *left center door to cut four inches above the metal top;* and the two front wheels steering assembly broke and each of the front wheels were pointing in opposite directions. The

trailer pushed so hard after the trailer brake control quit functioning; The trailer steel frame folded in the center. Petitioners Suburban Brakes held and the wheels burned two long lines, deep into the black pavement for about 175 feet before Petitioners slowly climbed upon and quickly off the vehicle at the left front and then completely stop. Petitioner Clinton having had many years as a mechanic on Tractors, Freight Trucks, and Automobiles (after early discovery of Cornforth Campbell lies of condition of the Suburban), Petitioner pulled all of the wheels off the Suburban & Completely restored the brakes system, Lighting system, Thermostat, Radiator Cap, etc. or we would have died in Centralia. Petitioner Margaret took a real beating from the air bags and jolt from the suburban as it crashed and broke the left channel in the center. She now fears any entry onto a freeway or other fast roads.

#### V1. Proposed Order

Petitioners propose an order for Trial by a Grand Jury. Petitioners will afford each Jurist, General Motors Bankruptcy Judge, Insurance Agent, Attorney's officiating, etc. with a full package of the Criminal Acts allocated to Plaintiffs upon the Purchase of the 1999 Suburban Vehicle from Cornforth-Campbell. Petitioner Clinton M. Tullis, commenced doing farm work at the age of six years because my father had become paralyzed that took him three years to overcome. I walked about a mile to a pasture rented to feed our milk cow that I could draw the milk from, for our family and those we could afford to furnish to some of our family and neighbors. I made a dollar a day in summer time, working in row crop fields and for stacking hay from the age of Six Years. Dad had become paralyzed from rheumatic arthritis and was chair ridden for most of three years. From first driving horses until eight years of age and either driving horses or clumsy tractors, and a used car that chose to quit at any time; I learned from uncles and neighbors the ability to keep the vehicles functioning regardless of troubles. I have worked for Freight Company's as a line mechanic and have worked on heavy duty construction equipment all of which I could drive or repair under any conditions. I have studied law vehemently for many years and learned a lot the hard way. I will never be satisfied that there is nothing else to learn and mostly because of getting ripped off when I trusted Attorney's that I personally knew for some time. I have met some of the worse judges whom will pull some rot of the most rotten tricks to assist him or her to make a political gain. And I will not ever again accept that. I have been in Real Estate since 1967 and a Broker since 1969 and was just contemplating retirement this year. If I do retire, I will go after some unjust enrichments on inventions and other Rip-offs that are not so time consuming and are mostly products trusted to an Attorney whom kept the profit.

I declare under penalty of perjury under the laws of the state of Washington that the foregoing is true and Correct.

Signed at RENTON [City] WASHINGTON [State] on 9-21-3

Clinton M. Tullis  
Signature of Moving Party Pro Se CLINTON MONROE TULLIS {Date}  
Motion for order (MT) Print or Type Name

EXHIBIT No. 5

Plaintiffs Mechanical Resume.

1. Plaintiff: Clinton M. Tullis performed mechanical work from childhood; On farm equipment, tractors, family and friends automobiles; Activating stalled trucks and loaders in shipyards that had refused to function because of world war 2 shortage of parts; Then tuning military officers and cadre vehicles at the Camp Roberts, California Infantry Training Center where I took seventeen weeks rugged infantry training in 1945 in preparation for the invasion of Japan, thwarted by the atomic bomb.; Then on farm equipment until I was thirty two years of age.
2. This latter was performed during Plaintiffs marriage and commencement of our family; and after two seasons of heavy hail storms out of four, costing heavy losses of our row crops; We decided to move to Margarets home town of Seattle to allow our children to choose their own destiny.
3. Plaintiff Clinton then worked as a Line mechanic for a freight Company for several years where I performed dozens and dozens of brake repairs and sometimes total replacements on Air Brakes, and Hydraulic brake systems and of course engine, transmission and power train rebuilding and/or vehicle general tune-ups inclusive of steering assemblies and balancing steering actions on the vehicles.
4. This was just prior to entering the Real Estate Industry for which Plaintiff is remaining self employed since 1967.
5. For one year prior to working for a large freight Company; Plaintiff Clinton worked for Mack Truck until a Christmas Layoff for several mechanics to wait for spring business to pick up. During this employment, I stripped a couple Logging Trucks that had been badly damaged ; I stripped them to the rails and even removed the cross-members of the channel frames, Corrected the bends and dents and completely reconstructed the entire trucks inclusive of reusing all of the wiring, etc.
6. I refused to go back to Mack Truck as I could not afford to gamble on seasonal layoffs and didn't admonish having to work on several part time jobs including splitting days and weeks with other employees at Mack Truck in lieu of the winter lay-off to provide for my family. I didn't believe it was right for me to interfere with anothers seniority.  
I also met the same rehtoric at two different tractor company's including a Michigan Equipment Co. and decided to apply for a job at Coast Lee and Estes Freight company where I stayed for five years prior to joining a Washington Building Firm as a Sub-Contractor in remodeling houses and Commercial Structures.
7. All of above to explain that I soon understood Cornforth Campbell deceit and really didn't know how to overcome it as we had already purchased and paid for the 1999 GMC Suburban before discovering their Warranty's and intent of negating performance to their promises was all a myth applied to performance of sales.
8. I do know that perjury is a crime and that the statute of limitations does not apply to Crimes of which Cornforth Campbell and GMC Advertisements are deliberate blow-ups of deceit to cause potential purchasers to drop their guard applicable to Mr. Good-Wrench and the flyers induced with and on the vehicle. Acts of Hypocracy and extended criminology.
9. A recent acquired Washington State Commitment of Law states: There is no limitation on litigation awards to an injured party. General Motors and agency of Cornforth Campbell have over-cooked their Turkey.
10. This is qualified as to AID AND ABET: To actively, knowingly, or purposely facilitate or assist another individual in the attempted or attempted commission of a crime. Aiding and abetting is characterized by Affirmative Criminal Conduct and is not established as a result of omissions or negative acquiesance. 24 A 2d 85, 87. Compare Accessory: One who Aids or contributes in a secondary way or assists in or contributes to crime as subordinate. See 216 So. 2d 829, 831. The failure to report the commission of a felony is sometimes itself a crime. An accessory does acts which facilitate others in commission or attempted commission of Crime or Avoiding Apprehension for Crime. (Apprehension: To seize, to arrest, to understand, to fear, filled with dread, suspicious). Complicity "mens rea" Accomplice; Liability is shared. Common "Mens rea": and Criminal Purpose is shared between Agent and Principal; See 233 P 2d 347.
11. All of above relating to Criminal Acts of Defendants was copied from Blacks Law Dictionary Eighth Edition by Garner and received from West Publishing Company.

P 1 of 2  
PLAINTIFFS RESUME  
AND COMPLAINT

EXHIBIT No 5

12. Plus: Crimes Applied to Clinton And Margaret Tullis by Cornforth Campbell and added to, by General  
Motors Advertising as Mr. Good Wrench, falls under:

Chapter 9A RCW of Washington Criminal Code; Chapter 9A.04.110 which lists the many Crimes  
committed by the Agency of Cornforth Campbell as

(a) intent: A person acts with intent or intentionally when he acts with the objective or purpose to  
accomplish a result which constitutes a crime

(b) Knowledge: A person knows or acts knowingly or with knowledge when: (1) he is aware of a fact,  
facts, or circumstances or result described by a statute defining an offense; or (II) he has information  
which would lead a reasonable man in the same situation to believe that facts exist which facts are  
described by a statute defining an offense.

(c) Recklessness: A person is reckless or acts recklessly when he knows of or disregards a substantial  
risk that a wrongful act may occur and his disregard of such a substantial risk is a gross deviation from  
conduct that a reasonable man would exercise in the same situation.

(1) Criminal Negligence: A person is criminally negligent or acts with criminal negligence when he fails to  
be aware of a substantial risk that a wrongful act may occur and his failure to be aware of such substantial  
risk constitutes a gross deviation from the standard of care that a reasonable man would exercise in the  
same situation.

(2) Substitute for Criminal Negligence: Recklessness and Knowledge. When a statute provides that  
criminal negligence suffices to establish an element of an offense , such element also is established if a  
person acts intentionally, knowingly, or recklessly. When recklessness suffices to establish an element,  
such element also is established when a person acts intentionally or knowingly. When acting knowingly  
suffices to establish an element, such element also establishes if a person acts intentionally.

Chapter 9A.08.020; which advocates the Liability for Conduct of another: Complicity, General Motors  
and Cornforth-Campbell = Agency thereof.

(1) A person is guilty of a Crime if it is committed by the conduct of another person for which he or she  
is legally accountable. This also applies to Agency of the  
Corporations.

4

Case Definitions and Sumation - GM Suit  
Plaintiffs installed a new Heavy Duty Battery and the Engine response was corrected.

8b. Plaintiffs then replaced the thermostat with a 185 degree thermostat.

8c. Plaintiffs also replaced the Radiator Cap and Plaintiffs had no more Engine Heating problems.

8d. Plaintiffs took the vehicle to a Parts Dealership that had informed Plaintiffs to the fact that they had the full sets of the Headlamps and Bulbs for the Suburban and that they had the equipment to replace the entire headlamps. They did an excellent installment but did not have equipment or knowledge of adjusting the beams and Plaintiffs (not doing any night driving as yet, was not aware of the lights being to high) until a few weeks later, on their trip along the Columbia River at late night, as we were coming from Idaho to the Oregon coast and Tonesome Truck Drivers complained about our lights on dim being too high. Plaintiffs determined to stop at the dam about one hundred miles East of Portland, and wait until daylight to venture on to the Oregon Coast where we were informed was a Dealership whom could adjust the lights. This was adjustment was performed in about ten minutes.

8e. Prior to going to Idaho and then the Oregon Coast; Plaintiffs had made a trip to Spokane Washington for a granddaughters graduation from Gonzaga University; The brake system was getting worse so upon arriving home in Seattle; Plaintiffs purchased

a mechanics manual and removed all wheels from the suburban and found:

1. that the front caliper pins were badly worn in both front wheels, allowing the shoes

to oscillate and damage the rotors and callipers. A Positive dangerous situation; according to the mechanics manual. Plaintiff would have known and repaired the situation without the manual. See number 4 below.

2; The left front metallic brake pad was chewing the metal out of the left front rotor,

that Cornforth Campbell had shown Plaintiff was one of the all new brakes repairs, and didn't want to pull off any of the balance of the wheels as the rear wheels were

an extremely difficult job to remove and just to prove that they were knew was asking too much. 3. Absolutely perjury. 4. Also, The total brakes assembly's were removed and Plaintiff performed total replacement with all new assembly along with having a machinist polish the front rotors; The rear wheels removal was much easier than the front wheels and neither was difficult for Plaintiffs, Clinton.

8f. The rear brake linings were worn enough to warrant their changing; The new brakes of which, we were told by Cornforth-Campbell had been performed, should have had more than twice the lining left as what Plaintiffs discovered at the end of about 1500 miles and still under warranty.

8g. Plaintiffs had a Renton machinist correct the front rotors and Plaintiffs replaced all new calipers and pins. Our Suburban brakes were perfect from thereon.

8h. During our purchase of the battery and above mentioned replacement Parts; Plaintiffs had ordered a CHILTONS 1999 General Motors Heavy Duty Maintenance and Repairs Manual from Schucks Auto Parts Store in Covington, Wa. All of Plaintiffs repair work was performed precisely to the information and recommendations of the Chilton GMC Manual which absolutely denied the information given from Cornforth Campbell and Mr. Good wrench.

Case Definitions and Sumation - GM Suit

8i. Paragraphs 8a. to 8h. performance by Plaintiffs; is all that saved our lives about one year later in returning home from vacation on the Oregon Coast.

8j. If Plaintiffs had of taken Corn-Forth-Campbells word for granted; and Clinton did not perform the above cures of improper performance of the Suburban Brakes of which Plaintiffs were erroneously advised by Cornforth-Campbell Officials as being new and excellent; Plaintiffs and the parties in the vehicles, directly in front of

Plaintiffs, of whom were impacted by Plaintiffs inability to stop the force of the trailer; The Plaintiffs and others whom were involved and those Parked in the right lane would most probably have been eradicated by an explosive fire caused by the heavy impact from a full "40 gallon gas tank" on Plaintiffs GMC Suburban vehicle.

9. The trailer brakes appeared to be working by Plaintiffs occasionally checking them by a method mentioned by Ken Neilson; Cornforth-Campbell Salesman that talked us into the purchase of the Suburban. Plaintiff had never pulled a heavy recreational trailer before and therefore had not acquired the knowledge of performance of electric brake controls capabilities.

9a. Ken told us to slide the switch of the trailer brake control while we were in slow *Salesman Ken* forward motion until we could feel the trailers response of holding back, then move the switch barely enough to release any drag and leave the switch at that location for performance.

9b. We had bought the Suburban GMC in July 2003 and we were now on vacation to Idaho and the Oregon Coast in the summer of 2004.

9c. We remained absolutely dumbfounded about not getting our activator owners manual and again being promised that they had been ordered and would be delivered as soon as they became available.

9d. The not receiving the Owners manual on the trailer, caused both Plaintiffs to wind up in the hospital with serious injurys that took two years of pain, heart tuning and patience before improvement for Clinton by surgery for placing the two vastly intruding Lower Inguinal hernia's back in place and patching the enormous holes the ruptures had created via the wreck.

10. Plaintiffs reiterate; If Plaintiff Clinton, had not reconstructed the GMC Suburbans brakes; Plaintiff's: Clinton M. and Margaret L. Tullis along with other travelers, most probably would have their charcoaled color remains in graves today from Cornforth-Campbell neglectfully ignoring the General Motors Sales slogan afforded by General Motors Corporation to its various agencies as: Mr. Good Wrench. This untruth implicates General Motors Corporation; For not policing their Agency's, to apply expected standards of conditions of vehicles being sold and consequently being equally responsible as an accomplice of endangering Plaintiffs.

NO. 10-2-25688-7 KNT

Honorable Judge Hallie Hill

(1) Name <u>WEIL GOTSHAL &amp; MANGES LLP</u> and Service Address <u>767 Fifth Avenue</u> City, State, Zip <u>New York New York 10153</u>	Atty For: All responsibility transferred to Bankruptcy Judge Telephone#: (212) 310-8000 <i>for attorney</i> <u>All above are Attorney's for General Motors Corp.</u>	Name <u>Brianna Benfield, David R Berz</u> Service Address <u>1309-i Street, NW</u> MLC City, State, Zip <u>Suite 900 Washington DC</u>
(2) Name <u>Universal Underwriters Insurance Co.</u> = Mary Mato Service Address <u>PO Box 968062</u> City, State, Zip <u>Schsumtusrg, Ill. 60196</u>	Atty For: Claim No. <u>4250005587</u> // Pierce County Records	Service Address <u>Cornforth Campbell Auto Repair</u> City, State, Zip <u>2nd St. N.E. Puyallup WA.</u>
(3) Name <u>General Motors Corporation &amp; Agency of Cornforth-Campbell</u> Service Address <u>PO Box 33172</u> City, State, Zip <u>Detroit, Michigan 482325772 received by</u>	Atty For: <u>Mike Darowski 7/20/10</u>	Honorable: Judge Robert E. Gerber Name <u>@ Alexander Hamilton Custom House</u> Name <u>in Southern District of New York</u> One Bowling Green City, State, Zip <u>New York, New York 10004-1408</u> to direct delivery to and through Telephone#: the Clerk of the Bankruptcy Court.

### IMPORTANT NOTICE REGARDING CASES

Party requesting hearing must file motion & affidavits separately along with this notice. List names, addresses and telephone numbers of all parties requiring notice (including GAL) on this page. Serve a copy of this notice, with motion documents, on all parties.

The original must be filed at the Clerk's Office not less than six court days prior to requested hearing date, except for Summary Judgment Motions (to be filed with Clerk 28 days in advance).

**THIS IS ONLY A PARTIAL SUMMARY OF THE LOCAL RULES AND ALL PARTIES ARE ADVISED TO CONSULT WITH AN ATTORNEY.**

The REGIONAL JUSTICE CENTER is in Kent, Washington at 401 Fourth Avenue North. The Clerk's Office is on the second floor, room 2C. The Judges' Mailroom is Room 2D.

The General Motors Case and all correspondence has been and shall continue to be transferred to the United States Bankruptcy Court Clerk for delivery to Honorable Judge ROBERT E. GERBER in the Southern District of New York at Alexander Hamilton Custom House, One Bowling Green, New York, New York 10004-1408.

*Robert E. Gerber*

NOTICE FOR HEARING-KENT REGIONAL JUSTICE CENTER ONLY  
ICKNT022310  
WWW.KINGCOUNTY.GOV/COURTS/SCFORMS

**Superior Court of Washington  
County of KING**

In re:  
Clinton M. & Margaret L. Tullis  
& the Palimony relationship  
thereof. Petitioner(s),  
and

Universal Underwriters Insurance  
Co. attn: Mary Mato & complicity of  
General Motors Corporation Respondent(s).

**No. 10-2-25688-7 KENT**

**Motion for Order re:**

Grand Jury Determination  
(Optional Use) for Verdict on  
(MT) \$87,000,000.00 Case.

**I. Relief Requested**

Clinton and Margaret Tullis [Name of party] moves the court for an order re:  
Lifetime Injuries from Criminal Acts granting the following relief  
[explain what you want the court to order]:  
Payment as purported in the existing Summons and Complaint Plus  
added contempt recently performed by General Motors Attorney's  
that did not comply at all with Washington State Criminal Acts.  
that Damaged Petitioners for life time

**II. Statement of Facts/Statement of Grounds**

[Clearly and briefly state the facts upon which you base your case. Print or type.]  
GMC Agency designated as GMC Mr. Good-Wrench showed Petitioners  
a Vehicle (GMC Suburn) that the Agency of Cornforth Campbell  
Had Polished and set in their Vehicle Yard as ready for sale in  
a near perfect condition for which appeared to represent an  
excellent solution for Petitioners use to tow a beautiful Recreational  
Wilderness Trailer for our annual visits to relatives and friends  
in several States of the United States. The VEHicle was ready for  
I declare under penalty of perjury under the laws of the state of Washington that the foregoing is true and  
correct.

*see attached briefs The Junk Yard.*

Signed at Renton

*Clinton M. Tullis*

Signature of Moving Party or Lawyer/WSBA No.

Motion for Order (MT) - Page 1 of 2  
WPF DRPSCU 01.0050 (6/2006)

[City] Washington [State] on 9-21-11 [Date].

Clinton M. Tullis

Print or Type Name

47

Honorable Judge Hollis Hill

**Superior Court of Washington  
County of KING**

In re: Clinton M. & Margaret L.  
Tullis & Palimony Relationship  
Thereof. Petitioner(s)

and

Universal Underwriters Insurance CO.  
Attn. Mary Mato & Complicity of  
General Motors Corporation Respondent(s).

No. 10-2-25688-7 Kent

**Motion for Order re:**

Set Trial Date For 11-7-11  
**(Optional Use)**  
**(MT)**

**I. Relief Requested**

Clinton and Margaret L. Tullis [Name of party] moves the court for an order re:  
Decision & Compensation For Life Time Injuries, granting the following relief  
[explain what you want the court to order]:  
Resolution & Completion in favor of Petitioners for Unnecessary ,,  
& Permanent Damages implied by Respondents Crimes & Perjury  
inflicted upon Petitioners and Dangerous to the extreme on all,  
the General Public

**II. Statement of Facts/Statement of Grounds**

[Clearly and briefly state the facts upon which you base your case. Print or type.]

Cornforth Campbell Perjured to the extreme to sell petitioners a  
1999 GMC Suburban Vehicle, that proved to be absolutely dangerous  
I Clinton, has a large library of Purchased Law Books on Washington  
Rules of Court & Local Rules Books also. Clinton has been a member  
of AMOG for many years and consequently has received Considerable  
knowledge from retired Judges from Federal and other State retired  
Judges. Many disclosed need of change in the legal system,

I declare under penalty of perjury under the laws of the state of Washington that the foregoing is true and  
correct.

Signed at RENTON

[City] WA.

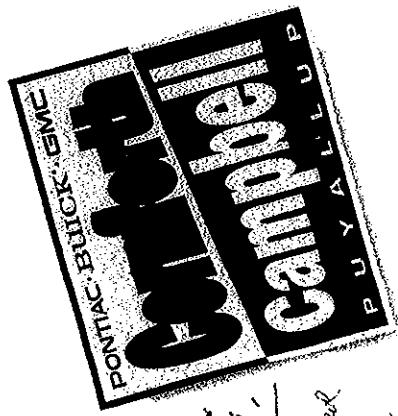
[State] on 9-29-11

[Date]

Clinton Monroe Tullis CLINTON MONROE TULLIS

Signature of Moving Party or Lawyer/WSBA No. P.10 Print or Type Name

Motion for Order (MT) - Page 1 of 2 Pro Se  
WPF DRPSCU 01.0050 (6/2006)



Say District = → soon as possible  
 This appeal its / be preparation.  
 for the future S.A.P for notes  
 purchasing vehicles from Cornforth-  
 Campbell.

# COLLISION CENTER

## ACCIDENT RECORD

In case of an accident,  
 be prepared with this  
 handy record keeper.

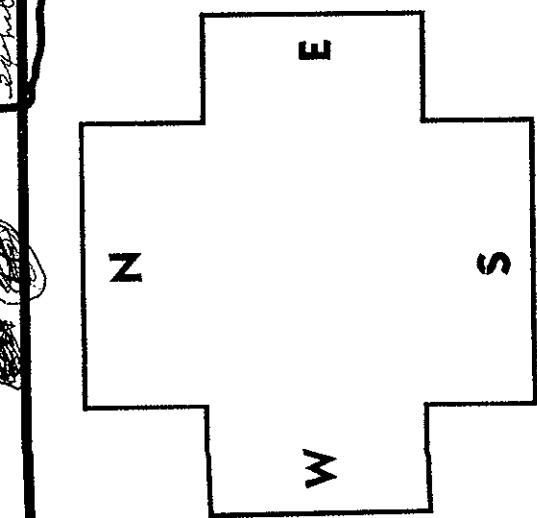


Kurt Johnson, Manager  
 Cornforth-Campbell Collision Center  
 Corner of East Pioneer & 2nd St. S.E.  
 in downtown Puyallup

**PHONE:**  
 (253) 848-7139

**HOURS:**

Monday-Friday 8 AM-5:15 PM



Draw a diagram of the accident showing the direction of the vehicles and the point of accident. Show street names and location of street signs, stop signs, lights, etc.

### OTHER VEHICLE:

- Stopped in traffic
- Moving
- Legally parked

Describe any other damage or pertinent information below:

---



---

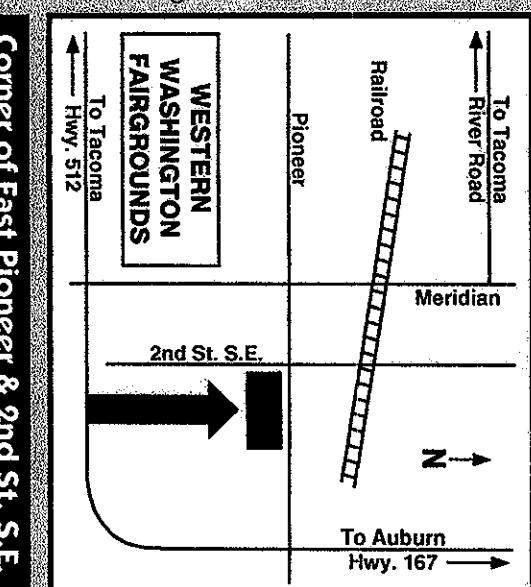


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---





## ACCIDENT INFORMATION

**When did the accident happen?**

Date \_\_\_\_\_

Time \_\_\_\_\_

**Where did it happen?**

Street(s) \_\_\_\_\_

City \_\_\_\_\_

**Was anyone injured?**

Pedestrian? \_\_\_\_\_

Your Passenger? \_\_\_\_\_

Other? \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

**Was there a witness?**

Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

**Was there a police report taken?**

Department \_\_\_\_\_

Report # \_\_\_\_\_

Officer \_\_\_\_\_

Badge # \_\_\_\_\_

## THE OTHER PARTY

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

DL# \_\_\_\_\_

DOB \_\_\_\_\_

Registered owner of vehicle:

Insurance Company \_\_\_\_\_

Policy Number \_\_\_\_\_  
THE OTHER AUTO

License # \_\_\_\_\_  
State \_\_\_\_\_

Year \_\_\_\_\_ Make/Model \_\_\_\_\_

Color \_\_\_\_\_

Number of passengers \_\_\_\_\_

(over)

Corner of East Pioneer & 2nd St. S.E.  
in downtown Puyallup  
Phone (253) 848-7139

Entered 10/06/11  
Filed 10/06/11  
16 of 69Document  
RECOMMENDED**B**  
**AD**

# PONTIAC • GMC

that paper was placed on top near  
the subject, not submitted  
as evidence  
of possible  
and  
after some  
time  
was  
sent  
for  
the  
subject  
vehicle.

RECOMMENDED MAINTENANCE

RECOMMENDED EVERY 15,000 MILES

\$ 66.00

REPLACE FRONT DISC BRAKE PADS - LABOR ONLY \$ 80.00  
REPLACE REAR DRUM BRAKE SHOES - LABOR ONLY \$ 112.00REPLACE REAR DRUM BRAKE SHOES - LABOR ONLY \$ 80.00  
ADD TO RESURFACE 2 ROTORS \$ 80.00

ADD TO RESURFACE 2 DRUMS \$ 50.00

REPLACE FUEL FILTER - LABOR ONLY. RECOMMENDED EVERY 15,000 MILES. DIESEL EXTRA COST \$ 40.00  
CLEAN FUEL INJECTION SYSTEM. RECOMMENDED EVERY 24,000 MILES \$ 124.65

COOLING SYSTEM FLUSH. INCLUDES FLUSH, PRESSURE TEST, VISUALLY CHECK HOSES, CAP, AND CONNECTIONS, INSTALL FRESH COOLANT AND CORROSION CONTROL KIT.

CARS ..... \$ 99.95  
TRUCKS ..... \$ 118.70

AUTOMATIC TRANSMISSION FLUSH - INCLUDES FLUSH OF COOLER, TORQUE CONVERTER, AND TRANSMISSION USING CLEANER TO REMOVE VARNISH AND SLUDGE.

REPLACE WITH NEW FLUID AND CONDITIONER. PARTS AND LABOR.  
FILTER REPLACEMENT EXTRA COST. RECOMMENDED EVERY 30,000 MILES

CARS .....

TRUCKS .....

SUPERCHARGER SERVICE

POWER STEERING SYSTEM FLUSH - INSPECT SYSTEM, CLEAN CONDENSER, CHECK OPERATION \$ 127.95  
AIR CONDITIONING SERVICE - \$ 139.95\$ 92.75  
\$ 56.00The Agency completely inspects the refrigerant situation  
they must have known very well placed on the road

SERVICE HOURS

and depends on the road  
MONDAY THROUGH FRIDAY 7:30A.M. TO 6:00P.M. TOLL FREE 1-800-573-8881

PHONE (253) 845-8881

SATURDAY 8:00A.M. TO 4:00P.M. Email: service@cornforthcampbell.com

The mechanics at Cornforth Campbell  
are the best in the business.  
Email: service@cornforthcampbell.com

## RECOMMENDED MAINTENANCE SCHEDULE



WE ARE PROFESSIONAL GRADE.



PONTIAC Fuel for the Soul

Agency Location  
400 VALLEY AVE. N.E.  
PO. BOX 537  
PUYALLUP, WA 98372  
PUYALLUP, WA 98371-0172PHONE (253) 845-8881  
TOLL FREE 1-800-573-8881
**Goodwrench**


spirit

OPTIONAL - COMMERCIAL MAINTENANCE SCHEDULE

PROTECT YOUR VEHICLE INVESTMENT

WEBSITE: CORNFORTHCAMPBELL.COM

1-B

## SERVICE #1

EVERY 3,000 MILES

- CHANGE ENGINE OIL AND FILTER
- LUBRICATE CHASSIS
- VISUALLY INSPECT VEHICLE INCLUDING TIRES, SHOCKS, EXHAUST, HOSES, BELTS AND LIGHTS
- CHECK ALL FLUIDS
- CLEAN ALL GLASS
- VACUUM INTERIOR
- INSPECT INTAKE AIR FILTER
- INSPECT WIPER BLADES

## SERVICE #3

DUE @ 15,000/45,000/  
75,000/105,000 MILES

- CHANGE ENGINE OIL AND FILTER
- LUBRICATE CHASSIS
- INSPECT FRONT AND REAR BRAKE SYSTEMS
- ROTATE TIRES
- CHECK 4 WHEEL ALIGNMENT
- REPLACE FUEL FILTER
- VISUALLY INSPECT VEHICLE INCLUDING TIRES, SHOCKS, EXHAUST, HOSES, BELTS AND LIGHTS
- CHECK ALL FLUIDS
- CLEAN ALL GLASS
- VACUUM INTERIOR
- INSPECT INTAKE AIR FILTER

## SERVICE #5

DUE @ 30,000/60,000/90,000 MILES

- CHANGE ENGINE OIL AND FILTER
- LUBRICATE CHASSIS
- INSPECT FRONT AND REAR BRAKE SYSTEMS
- ROTATE TIRES
- CHECK 4 WHEEL ALIGNMENT
- REPLACE AIR FILTER
- REPLACE FUEL FILTER
- FLUSH AUTOMATIC TRANSMISSION AND  
REPLACE PCV VALVE
- INSTALL FUEL SYSTEM CLEANER ADDITIVE
- VISUALLY INSPECT VEHICLE INCLUDING TIRES, SHOCKS, EXHAUST, HOSES, BELTS AND LIGHTS
- CHECK ALL FLUIDS
- CLEAN ALL GLASS
- VACUUM INTERIOR

## SERVICE #2

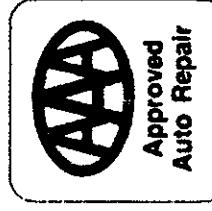
DUE @ 6,000/21,000/36,000/51,000/  
66,000/81,000/99,000 MILES

- CHANGE ENGINE OIL AND FILTER
- LUBRICATE CHASSIS
- INSPECT FRONT AND REAR BRAKE SYSTEMS
- ROTATE TIRES
- VISUALLY INSPECT VEHICLE INCLUDING TIRES, SHOCKS, EXHAUST, HOSES, BELTS AND LIGHTS
- CHECK ALL FLUIDS
- CLEAN ALL GLASS
- VACUUM INTERIOR
- INSPECT INTAKE AIR FILTER
- INSPECT WIPER BLADES
- CHECK COOLANT PH AND  
FREEZE PROTECTION

## SERVICE #4

DUE @ 24,000/48,000/  
72,000/96,000 MILES

- CHANGE ENGINE OIL AND FILTER
- LUBRICATE CHASSIS
- SERVICE THROTTLE BODY
- CLEAN FUEL INJECTION SYSTEM
- LUBRICATE DOOR HINGES AND WEATHERSTRIPS
- VISUALLY INSPECT VEHICLE INCLUDING TIRES, SHOCKS, EXHAUST, HOSES, BELTS AND LIGHTS
- CHECK ALL FLUIDS
- CLEAN ALL GLASS
- VACUUM INTERIOR
- INSPECT CABIN AND INTAKE AIR FILTER
- INSPECT WIPER BLADES
- CHECK COOLANT PH AND  
FREEZE PROTECTION



**We Accept  
All Major  
Credit Cards**

**Service Hours**  
Monday Through Friday  
7:30a.m. To 6:00p.m.  
Saturday  
8:00a.m. To 4:00p.m.

Phone (253) 845-8881  
Toll Free 1-800-573-8881

**Goodwrench**

Some Recommended Services May Exceed Manufacturer's Requirements

www.cornforthcampbell.com  
Email: service@cornforthcampbell.com

mg Doc 11022 Filed 10/06/11 Entered 10/06/11 16:11:40 Main Document  
Pg 17 of 69

exhibit *p*

# CORNFORTH-CAMPBELL

## PUYALLUP

"NICE IS BETTER"

LEY AVE. N.E. • P.O. BOX 537 • PUYALLUP, WASHINGTON 98372-2516  
SALES/SERVICE/BODY SHOP (253) 845-8881



*This sloppy left front brake repair was performed by GMc my good wrench at agency of Cornforth - Campbell*

ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
JOHN YUZAMAS 25			PNCS19046
	LICENSE NO.	MILEAGE	STOCK NO.
		55622	03082A
YEAR / MAKE / MODEL		COLOR	DELIVERY MILES
99/GMC/SUBURBAN/SLT 4X4 K25		DK BLUE/	53473
VEHICLE I.D. NO.		DELIVERY DATE	PRODUCTION DATE
1GKGK2RJ2XG 532591		SELLING DEALER NO.	
MBI NO.		RO DATE	
		07/02/03	
NE	COMMENTS		MO: 55622

CUSTOMER CAN SEE BRAKES. PER RAY  
IND PADS

DESCRIPTION.....UNIT PRICE-  
CALIPER A 4.665  
CALIPER A 4.665  
PAD KIT 5.017

TOTAL - PARTS

INTERNAL

INTERNAL  
INTERNAL  
INTERNAL  
0.00

JOB# 1 JOURNAL PREFIX PNCS JOB# 1 TOTAL 0.00

TECH(S):10  
D  
CHECK ENGINE LIGHT IS ON AND RUNS ROUGH

INTERNAL

JOB# 2 JOURNAL PREFIX PNCS JOB# 2 TOTAL 0.00

ODAY, YOU MAY RECEIVE A SURVEY  
ANSWERS AND THE RETURN OF THIS  
AND YOU ARE REQUESTED TO PROVIDE  
FOR YOUR CONCERN. YOU ARE REQUESTED  
COMPLETELY UNMARKED.  
F YOU ARE UNABLE TO MARK THAT AREA  
TUNITY TO ADDRESS YOUR CONCERN.

CORNFORTH-CAMPBELL MOTORS AS YOUR

BUSINESS!!!!

TOTAL LABOR... 0.00  
TOTAL PARTS... 0.00  
TOTAL SUBLET... 0.00  
TOTAL G.O.G... 0.00  
TOTAL MISC CHG... 0.00  
TOTAL MISC DISC... 0.00  
TOTAL TAX..... 0.00  
TOTAL INVOICE \$ 0.00

#### YOUR SATISFACTION IS OUR GOAL

Thank you for this opportunity to serve you. It is our goal to perform all repairs requested on this repair order to your complete satisfaction.

If our service was satisfactory tell your friends; if not, please tell us immediately. All claims for adjustment must be accompanied by this invoice within 90 days or 4,000 miles, whichever comes first.

#### DISCLAIMER OF WARRANTIES

Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

The information contained on the estimate, worksheet and/or repair order is incorporated herein by reference.

\*SUPPLIES—A token charge equivalent to 7% of the labor charge on mechanical repairs is included for supplies used on your vehicle. Maximum charge is \$25.00. Example supply items are nuts, bolts, washers, tape, solvent, towels, cleaners, solder, wire, sealers, etc.

#### TERMS

No returns on electrical or special ordered items. No returns after 24 hours or without this invoice. A 20% handling charge will be applied on all merchandise returned for credit. Items purchased by check require 10 working days before refund will be issued.

Thank  
You

04:31pm

*Pint  
the caliper ~~was~~ and pins needed  
replacing were extremely bad.*

CUSTOMER COPY

[ END OF INVOICE ]



exhibit H A-1  
H A-1

## THE CONSTITUTION OF THE UNITED STATES

### 1. Amendment No. 5:

No Person shall be held nor be deprived of life, Liberty, or property without due process of law; nor shall private property be taken for public use without just compensation.

### 2. AMENDMENT IX

The enumeration of certain rights shall not be construed to deny or disparge others retained by the people.

### 3. AMENDMENT VII

In all suits of common law, where the value in controversy shall exceed \$20.00, the right of Jury shall be preserved. No fact tried by Jury shall be otherwise reexamined in any Court of the U.S., than according to the rules of common Law.

### 4. AMENDMENT XIV

No state shall make or enforce any law which will abridge the privileges or immunities of citizens of the United States, nor shall any state deprive any person of life, liberty or property without due process of law; nor deny to any person within its jurisdiction, the equal protection of the laws.

Section v: The congress shall have the power to enforce by appropriate legislation, the provisions of this Article.

### NOTE:

The first 10 Amendments (Bill of rights) were ratified, effective December 15, 1791  
The 14th Amendment was ratified July 9, 1868.

### WITH CONSTITUTIONAL PROTECTED PROPERTY RIGHTS:

1. The just compensation clause is self-actuating and a debt is owed.

(a) Actions taken by Governmental Officials that result in a physical invasion or occupancy of private property, and regulations imposed on private property that substantially affect its value or use, may constitute a taking of property;

P 3 of 4

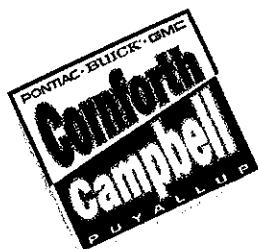
(b) Further, Governmental action may amount to a taking even though the action results in less than a complete deprivation of all use or value, or of all separate and distinct interests in the same private property and even if the action constituting a taking is temporary in nature.

(c) The just Compensation clause is self-actuating, requiring that compensation be paid whenever governmental action results in a taking of Private property, regardless of whether the underlying authority for the action contemplated a taking or authorized the payment of compensation.

(d) Accordingly, governmental action that may have a significant impact on the use or value of Private property should be scrutinized to avoid undue or unplanned burdens on the public fisc. (Fisc=The Treasury of a political entity).

**FURTHER FOR AN AFTER-THOUGHT:** On December 10, 1948, The General Assembly of the United Nations adopted and proclaimed The Universal Declaration of Human Rights:

Article 17: (1) Everyone has the right to own property alone as well as in association



400 Valley Ave. NE  
P.O. Box 537  
Puyallup, WA 98371

**Forwarding Service  
Requested**

## **SERVICE REMINDER**

Sept. 30-03

*Exhibit #4*

卷之三

1352-1363

OUR COMPUTER SERVICE RECORD SUGGESTS THAT  
YOUR VEHICLE IS DUE FOR **ROUTINE MAINTENANCE**.  
PLEASE CHECK YOUR MAINTENANCE LOG AND CONTACT US.

**"You Are A Valued Customer."**

PLEASE CALL US BY 10/07/03  
PHONE (253)845-8881 OR TOLL FREE 1-800-523-8881

RE. 99 GMC SUBURBAN  
#3GK6K26J2XG532591

CLINTON TULLIS  
16300 184TH AVE SE  
RENTON, WA 98058-0903

1 month after warranty  
expired

P-6

*Exhibit # A*  
2 pages

*for Court D 10/06/11*  
*Jury*

## LIMITED WARRANTY

Dealer sells to purchaser the motor vehicle identified below subject to the terms and conditions of the Limited Warranty as outlined.

**PURCHASER (Buyer)**  
 Name CLINTON M TULLIS  
 Address 16300 184TH AVE SE  
 City RENTON  
 State WA  
 Phone (425)226-7399

Date of Vehicle Delivery: 2nd JUNE

**SELLER (Dealer)**  
 Name CORNFORTH-CAMPBELL MOTORS INC  
 Address 400 VALLEY AVF. NE, POB 53  
 City PIUYALLUP  
 State WA  
 Phone (253)845-8881

**VEHICLE IDENTIFICATION**  
 Year 1999  
 Make GMC  
 Model SUBURBAN 4X4  
 IDN 3GKGK26J2XG532591  
 Miles 53473

2003 Odometer Reading:

Date of Sale: 6-2-03

### TERMS OF THIS LIMITED WARRANTY

- A. TO WHOM IS THIS WARRANTY ISSUED? The dealer offers and extends this limited warranty on mechanical defects on the components and parts described in Section B below to the original purchaser only and applies only with respect to the motor vehicle described hereon and it cannot be transferred to any other person during the duration of the limited warranty.
- B. WHAT PARTS OF THE VEHICLE ARE COVERED BY THE LIMITED WARRANTY? The Coverage of this warranty shall be limited to the covered components and parts thereof as checked below:

**ENGINE GROUP**  
 Engine Block  
 Cylinder Heads & Assemblies  
 Internal Engine Components  
 Engine Thermostat  
 Manifold & Gaskets (Intake & Exhaust)  
 Water Pump  
 Crankshaft Pulley  
 Flywheel  
 Vibration Damper  
 Engine Mounts  
 Oil Pump

**TRANSMISSION GROUP**  
 Drive Shaft  
 Universal Joints  
 Transmission Oil Cooler  
 Transmission & all internal transmission parts except manual transmission clutch assembly  
 All Gaskets & Seals

**DIFFERENTIAL GROUP**  
 Differential Housing & Internal Parts  
 Drive Axles  
 Wheel Bearings  
 Gaskets & Seals

**FUEL SYSTEM GROUP**  
 Carburetor  
 Fuel Pump  
 Fuel Gauge (Tank)  
 Emission Control System

**EXHAUST SYSTEM GROUP**  
 Muffler  
 Exhaust Pipe  
 Tail Pipe

**STEERING GROUP**  
 Steering Gear  
 Power Steering Pump & Valve  
 Steering Linkage  
 Hoses & Fittings

**BRAKE GROUP**  
 Master Cylinder  
 Power Brake Cylinder  
 Brake Calipers  
 Wheel Cylinder  
 Rotors  
 Brake Drums  
 Parking Brake-except brake shoes or lining

**SUSPENSION GROUP**  
 Front Suspension & Shocks  
 Rear Suspension & Shocks  
 Front Wheel Bearings & Seals

**ELECTRICAL GROUP**  
 Battery  
 Generator or Alternator  
 Starter Motor  
 Voltage Regulator  
 Windshield Wiper Motor  
 Heater Motor  
 Distributor  
 Light Assemblies-except bulbs  
 Turn Signal Switch  
 Horn  
 Head Lamp Switch  
 Drive Belts  
 Instrument Panel Gauges

**COOLING SYSTEM GROUP**  
 Radiator  
 Radiator Hoses

**OTHER**

### Express Statement of Exclusion:

**ALL COMPONENTS AND PARTS NOT SPECIFICALLY CHECKED ABOVE ARE NOT COVERED BY THIS LIMITED WARRANTY.**

Any part of the vehicle otherwise covered by this Limited Warranty which has been subjected to misuse, negligence, alteration or accident is not covered by this Limited Warranty.

- C. WHAT PERCENTAGE OF REPAIR CHARGES ARE COVERED? This limited warranty covers \_\_\_\_\_ % of parts and \_\_\_\_\_ % of labor for repairs under section B above.
- D. HOW LONG DOES LIMITED WARRANTY RUN? This limited warranty begins on the date of delivery and extends for \_\_\_\_\_ days or \_\_\_\_\_ miles beyond odometer reading stated above, whichever comes first.
- E. WHAT ARE THE VEHICLE OWNER'S OBLIGATIONS? In the event of a mechanical defect, the purchaser should return the described vehicle to the above dealer. If you are not able to return to said dealer, call the dealer at the above telephone number, without charge, and you will receive advice as to the proper procedure. Purchaser must authorize and pay the applicable percentage due, plus state and local taxes, on each covered repair under Section B above in cash. If the purchaser is dissatisfied because he feels the dealer has failed to conform to this warranty, he should contact: XXXXXXX

(Dealer or personal representative)

Phone No. (\_\_\_\_\_) \_\_\_\_\_

(253)845-8881

- F. WHAT IS THE SELLING DEALER'S OBLIGATION? The obligation of the seller issuing this warranty is expressly limited to replacement or repair of the defective part or parts at his place of business, and does not include bills contracted by the purchaser elsewhere, or towing charges. This warranty must be presented by the purchaser with any claim.
- G. LIMITATION ON IMPLIED WARRANTIES, CONSEQUENTIAL AND INCIDENTAL DAMAGES. ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HERBY LIMITED TO THE SAME DURATION OF TIME AS THE LIMITED WARRANTY ABOVE STATED. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES. IF THIS STATEMENT DOES NOT APPLY TO YOU, PURCHASER SHALL

described in section A below to the original purchaser, until such time as it is transferred to any other person during the duration of the limited warranty.

*Exhibit*

B. WHAT PARTS OF THE VEHICLE ARE COVERED BY THE LIMITED WARRANTY? The Coverage of this warranty shall be limited to the covered components and parts thereof as checked below:

ENGINE GROUP  
 Engine Block  
 Cylinder Heads & Assemblies  
 Internal Engine Components  
 Engine Thermostat  
 Manifold & Gaskets (Intake & Exhaust)  
 Water Pump  
 Crankshaft Pulley  
 Flywheel  
 Vibration Damper  
 Engine Mounts  
 Oil Pump

TRANSMISSION GROUP  
 Drive Shaft  
 Universal Joints  
 Transmission Oil Cooler  
 Transmission & all internal transmission parts except manual transmission clutch assembly  
 All Gaskets & Seals

DIFFERENTIAL GROUP  
 Differential Housing & Internal Parts  
 Drive Axles  
 Wheel Bearings  
 Gaskets & Seals

FUEL SYSTEM GROUP  
 Carburetor  
 Fuel Pump  
 Fuel Gauge (Tank)  
 Emission Control System

EXHAUST SYSTEM GROUP  
 Muffler  
 Exhaust Pipe  
 Tail Pipe

STEERING GROUP  
 Steering Gear  
 Power Steering Pump & Valve  
 Steering Linkage  
 Hoses & Fittings

BRAKE GROUP  
 Master Cylinder  
 Power Brake Cylinder  
 Brake Calipers  
 Wheel Cylinder  
 Rotors  
 Brake Drums  
 Parking Brake-except brake shoes or lining

SUSPENSION GROUP  
 Front Suspension & Shocks  
 Rear Suspension & Shocks  
 Front Wheel Bearings & Seals

ELECTRICAL GROUP  
 Battery  
 Generator or Alternator  
 Starter Motor  
 Voltage Regulator  
 Windshield Wiper Motor  
 Heater Motor  
 Distributor  
 Light Assemblies-except bulbs  
 Turn Signal Switch  
 Horn  
 Head Lamp Switch  
 Drive Belts  
 Instrument Panel Gauges

COOLING SYSTEM GROUP  
 Radiator  
 Radiator Hoses

OTHER

Express Statement of Exclusion:

**ALL COMPONENTS AND PARTS NOT SPECIFICALLY CHECKED ABOVE ARE NOT COVERED BY THIS LIMITED WARRANTY.**

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(Dealer or personal representative)

Phone No. ( )

(253) 845-8881

at the above dealer's address

F. WHAT IS THE SELLING DEALER'S OBLIGATION? The obligation of the seller issuing this warranty is expressly limited to replacement or repair of the defective part or parts at his place of business, and does not include bills contracted by the purchaser elsewhere, or towing charges. This warranty must be presented by the purchaser with any claim.

G. LIMITATION ON IMPLIED WARRANTIES, CONSEQUENTIAL AND INCIDENTAL DAMAGES.

ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HERBY LIMITED TO THE SAME DURATION OF TIME AS THE LIMITED WARRANTY ABOVE STATED. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. PURCHASER SHALL NOT BE ENTITLED TO RECOVER FROM THE SELLING DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

H. PURCHASER'S LEGAL RIGHTS.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. No action arising out of this warranty may be brought by the purchaser more than \_\_\_\_\_ year(s) after the cause of action arises. (Not less than one year, nor more than four years.)

There is no other express agreement between the dealer and the purchaser.

Purchaser acknowledges that he has read, understands and accepts all of the provisions of this limited warranty covering the motor vehicle described above.

Date: \_\_\_\_\_  
 BUYER'S SIGNATURE: *John L. Miller* *Mr. Miller*  
 2003

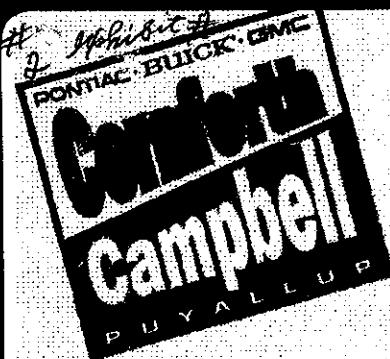
CO-BUYER'S SIGNATURE: *Margaret P. Miller* WITNESS: \_\_\_\_\_

DEALER'S SIGNATURE: \_\_\_\_\_ WITNESS: \_\_\_\_\_

WSADA Form #6  
 (Not valid unless signed by dealer or his authorized representative.)

This Form is Property of WSADA and is Not to be Reproduced or Copied. Copyright Pending

Revised 11/00



## Quality Pre-Owned Vehicle

This Vehicle Has  
Passed A Rigid  
Inspection

Has Been  
Reconditioned To The  
Highest Standards

Extended Service  
Agreement May Be  
Available

Credit Problems?

We Are Partners With  
Many Financing  
Institutions To Help  
Get You On The Road!

# "Nice Is Better"



GMC

[cornforthcampbell.com](http://cornforthcampbell.com)

800-573-8881

#14  
#17  
#18

1999 GMC Suburban 2500 SLT Suv 4WD

7.4 Liter V-8 Throttle Body Inj.

Mileage : 53,447

Transmission : Automatic

Color : Blue

V.I.N. : 3GKHK26J2XG532591

Stock # : 03082A

### COMFORT EQUIPMENT AND ACCESSORIES

Power Steering  
Power Door Locks  
Power Driver's Seat  
Cassette Player  
Cd Player  
Front Bucket Seats  
Lumbar Seat Supports  
Gauge Cluster  
Tachometer  
Tilt Steering Wheel  
Tinted Glass  
Dual Power Mirrors  
Rear Air Condition Or Ctl.  
Beverage Holder

Power Brakes  
Power Windows  
AM/FM Stereo Radio  
Premium Sound System  
Leatherette Or Leather Trim  
Reclining Seats  
Center Storage Console  
Trip Odometer  
Air Conditioning  
Cruise Control  
Power Access Outlet  
Trip Computer Or Compass  
Overhead Console  
Running Boards

### OTHER ACCESSORIES

Fold Down Rear Seat  
Rear Defroster  
Remote Trunk Lid  
Anti-lock Braking System  
Ball Or Receiver Hitch  
Fender Flares  
Premium Wheels

Interval Wipers  
Rear Window Wiper  
Dual Air Bags  
Roof Rack-Luggage Rack  
Side Molding  
Radial Tires  
Step Bumper

Please Ask Your Sales Consultant For More  
Information on Pricing, Financing, and Trade-Ins

"Media Reviews" - Comments about this vehicle...   
It holds the most & offers the most brute force. [Consumer Review] The Suburban is still the cowboy limousine [Car & Driver]

Blue Book: \$24,820

## Cornforth Campbell: \$20,995

ATTENTION BUYERS: VERIFY ALL EQUIPMENT & ACCESSORIES PRIOR TO SALE.  
Dealer Specialties COS disclaims any warranty as to the accuracy or to the working condition of the equipment listed above.  
Any purchaser or prospective purchaser should independently verify with a salesperson of the dealership listed above the  
accuracy of all listed information provided on this label. Price does not include state & local taxes, licence & title fees, doc  
fee or finance charges, if any. Dealer Specialties COS (800) 647-2422

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P  
P  
#2A3

DEAL # 10001  
**CORNFORTH-CAMPBELL**  
MOTORS, INC.

XG532591  
PHONE 423-7226 7399

# DUE BILL.

WORK PROMISED TO BE PERFORMED AT TIME OF SALE.

06/02/03	SCHUMACHER CAR CO.	DEALER	CUSTOMER NAME	SALES MGR.	STOCK NO.
	1999 GMC SUBURB		CLINTON H. TULLIS	KEN NELSF	03082A

PRESENT THIS ORDER WHEN WORK IS TO BE COMPLETED

1. TRAILER BRAKE - customer said in deal (Included)
2. Diesel for delivery
3. Nothing else required
- 4.
- 5.
- 6.
- 7.

I HEREBY ACCEPT THIS DUE BILL WITH THE UNDERSTANDING THAT IT IS VALID FOR ONLY (30) THIRTY DAYS FROM DATE OF ISSUANCE.

NOTE: THE ABOVE PROMISED WORK IS THE ONLY WORK TO BE PERFORMED FREE OF CHARGE. ANY ADDITIONAL WORK WILL BE CHARGED FOR IN ACCORDANCE WITH THE TYPE OF WARRANTY ISSUED AT TIME OF SALE, AND WILL BE CASH ON DELIVERY. ALL WORK MUST BE DONE IN OUR SHOP, AND YOU MUST MAKE AN ADVANCE APPOINTMENT WITH THE SERVICE DEPARTMENT BEFORE THE ABOVE WORK CAN BE PERFORMED.

Signed: Sales Mgr. X

Signed: Customer X Clinton H. Tullis

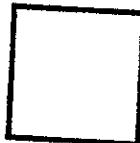
**DUE TO INSURANCE REGULATIONS — NO LOAN CARS AVAILABLE**

# BUYERS GUIDE

**IMPORTANT:** Spoken promises are difficult to enforce. Ask the dealer to put all promises in writing. Keep this form.

GMC VEHICLE MAKE	Suburban 2500 SLT MODEL	1999 YEAR	3GKKGK26J2XG532591 VIN NUMBER
03082A DEALER STOCK NUMBER (OPTIONAL)	03134		

**WARRANTIES FOR THIS VEHICLE:**



# AS IS-NO WARRANTY

YOU WILL PAY ALL COSTS FOR ANY REPAIRS. The dealer assumes no responsibility for any repairs regardless of any oral statements about the vehicle.



# WARRANTY

FULL

**LIMITED WARRANTY.** The dealer will pay 100\* % of the labor and 100\* % of the parts for the covered systems that fail during the warranty period. Ask the dealer for a copy of the warranty document for a full explanation of warranty coverage, exclusions, and the dealer's repair obligations. Under state law, "implied warranties" may give you even more rights.

**SYSTEMS COVERED:**

**DURATION:**

60 Days or 2,000 Miles

### Systems Covered:

ENGINE - TRANSMISSION - DRIVESHAFT  
DIFFERENTIAL - TRANSAXLE - IF SO EQUIPPED  
SUSPENSION - COOLING - ELECTRICAL - BRAKES  
STEERING - FUEL AND EXHAUST

~~3.0L 24V V6 GAS HYDROGEN~~

~~TURBO CHARGE  
FWD AWD AWD~~

~~MONITOR~~

*This was positively denied to Plaintiff.*



**SERVICE CONTRACT.** A service contract is available at an extra charge on this vehicle. Ask for details as to coverage, deductible, price, and exclusions. If you buy a service contract within 90 days of the time of sale, state law "implied warranties" may give you additional rights.

**PRE PURCHASE INSPECTION: ASK THE DEALER IF YOU MAY HAVE THIS VEHICLE INSPECTED BY YOUR MECHANIC EITHER ON OR OFF THE LOT.**  
**SEE THE BACK OF THIS FORM for important additional information, including a list of some major defects that may occur in used motor vehicles.**

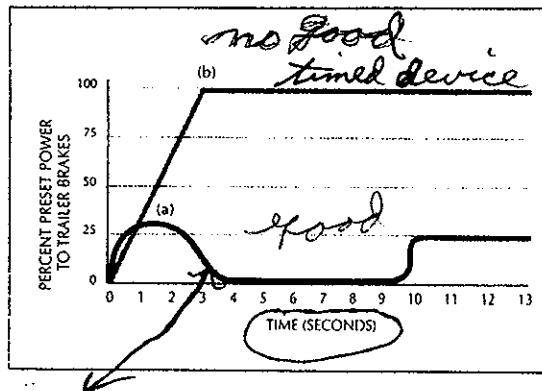
## More performance when you expect it.

Most stops aren't emergencies. They're part of everyday driving, and a proportional control can make everyday driving much more enjoyable. During normal stops, inertia-activated devices sense the slower reduction in reduced forward motion. As the brakes are applied, you get smooth, gradual stopping power every time. (a)

Timed devices, on the other hand, can't sense a change in speed. Once you put your foot on the brake, they deliver full preset braking power. If a driver has a tendency to ride the brake, timed devices can cause brake pads to glaze. This decreases braking efficiency and increases brake wear. (b)

(10)

Chart 4 An example of a typical stopping situation



Proportional controls stop trailers at lower speeds by applying only the amount of power required to gradually slow the trailer at the same rate as the tow vehicle.

Stopping under control

## Frequently asked questions (continued)

**How does the brake control operate?** It is electrically connected to the tow vehicle's battery, stop (brake) lamp circuit, and to the brakes on a trailer through the electric trailer connector. A properly-installed control activates a trailer's electric brakes each time the brakes on the tow vehicle are applied. It can also be used to apply trailer brakes independently from the tow vehicle using a manual override.

**What is a "sync" switch?** Some timed brake control manufacturers allow the driver to adjust the time required to reach full preset power output when the vehicle's brake pedal is depressed. The adjustment can range from 1 to 6 seconds.

(12)

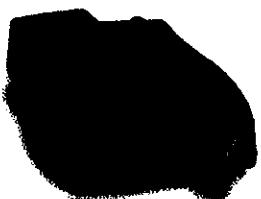
## "The" only name in trailer brake controls

### Self-leveling proportional brake control

Very Best

#### **PRODIGY®**

- Motion control technology similar to the system in guided missiles
- Consistently applies power to brakes in proportion to vehicle's deceleration
- The only inertia control that works proportionately when backing up
- Controls brakes on one- to four-axle trailers
- Constantly adjusts to varying terrains
- Exclusive boost feature for more initial braking power when towing loaded trailers
- Digital display shows voltage delivery during braking
- Continuous diagnostic program checks for proper connection and operation
- Limited lifetime warranty



Prodigy

Exhibit #3

P-3

(13)

### More responsive controls

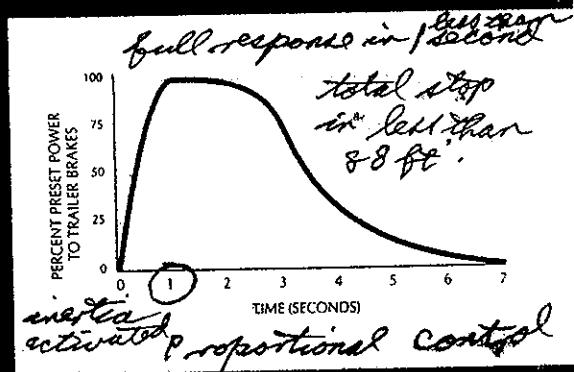
Advances in technology have created improved electronic trailer braking systems. They are inertia-activated devices that deliver power to trailer brakes in direct proportion to the actual, physical deceleration of a tow vehicle. As the driver depresses the brake pedal, an adjustable motion detector inside the unit measures the change in speed. When properly set they send a proportional electrical signal to the trailer's brakes, which respond with just the right amount of braking force. The trailer decelerates smoothly at the same speed as the tow vehicle.

(See chart 2 opposite)

Properly adjusted proportional controls maximize brake efficiency and minimize brake wear. Stopping is much smoother, too. Notice how inertia-activated devices gradually reduce power after the initial onset of the braking event. Proportional controls normally prevent over-braking as the need for deceleration ends and the stop is nearly complete.

(6)

Chart 2



Proportional braking power builds quickly and then gradually tapers off as the system responds to changes in tow vehicle's speed.

This type of trailer brake control was absolutely the only category considered by Recreational Vehicle Sales People in the several years preceding Plaintiff's dilemma.

exhibit #3

P-1 of 3

stopping under control

exhibit H3 extras

**Some things are constant.**

All types of trailer brake controls require the user to "tell" them "what" and "the condition of" the trailer brakes they will actuate during a stopping event. This is typically achieved by:

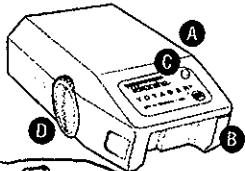
- Towing the trailer over a level surface between 25-30 MPH.
- The driver then independently actuates the trailer brakes using (squeezing) a manual override lever normally located on the front of the control.
- With the override fully engaged the driver is instructed to increase the power output of the brake control to a point "just before trailer wheel lock-up". This process is designed to set the control for maximum power delivery without losing control of the trailer during stops.

A. Power Knob  
 B. Manual Slide Knob  
 C. Bi-Colored Light  
 D. Level Knob

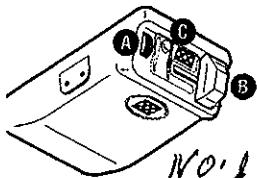
A. Power Knob  
 B. Manual Slide Knob  
 C. Bi-Colored Light

timed  
 accuated  
 Brake control  
 no good  
 in ~~emergency~~  
 emergencies

Example of a Proportional Brake Control



Example of a Time Accuated Brake Control



↑ ~~(X)~~ & good  
 known to  
 quit in  
 1- to 3 seconds  
 of emergency  
 use.



400 Valley Ave. NE  
P.O. Box 537  
Puyallup, WA 98371

Sept. 30-03  
exhibit #44

## **SERVICE REMINDER**

**OUR COMPUTER SERVICE RECORD SUGGESTS THAT  
YOUR VEHICLE IS DUE FOR ROUTINE MAINTENANCE.**  
PLEASE CHECK YOUR MAINTENANCE LOG AND CONTACT US.

**"You Are A Valued Customer."**

PLEASE CALL US BY 10/07/03  
PHONE (253)845-8881 OR TOLL FREE 1-800-523-8881

RE. 99 GMC SUBURBAN  
#3GKGK26J2XG532591

CLINTON TULLIS  
16300 184TH AVE SE  
RENTON, WA 98058-0903

1 month after warranty  
expired



Where  
Nice is Better



400 Valley Ave. NE, Puyallup

**SERVICE HOURS**  
**MONDAY THROUGH FRIDAY**  
**7:30 A.M. TO 6:00 P.M.**  
**SATURDAY**  
**8:00 A.M. TO 4:00 P.M.**

PHONE (253) 845-8881  
TOLL FREE 1-800-573-8881

[www.cornforthcampbell.com](http://www.cornforthcampbell.com)  
Email: [service@cornforthcampbell.com](mailto:service@cornforthcampbell.com)



EXHIBIT No 7

June 7

We had purchased our GM Suburban in May of 2003 at Cornforth-Campbell Buick and GM in Puyallup, Wa. One of the conditions of Purchase was that the Suburban would be equipped to supply the towing and braking essential for a 30 foot Wilderness Trailer that weighed 7000 pounds before loading. WE WERE THEN PROMISED THAT CORNFORTH-CAMPBELL WOULD FURNISH US THE BOOK ON USE AND MAINTENANCE OF THE SUBURBAN AND ON THE EQUIPMENT ATTACHED.

The salesman showed me the newly mounted Trailer Electric Control and told me that I only needed to slide the "side switch forward or back" to get expected response on the brakes. This was the way to feel if the trailer would pull back on the suburban without applying the Suburbans brakes. You should then slide the switch in the opposite direction to barely release the pull back and that would give you full breakage when the Suburbans brakes were applied. Also, to check the trailer brakes activating after making the above adjustment,

We were advised to "slide the activator located on the front of the control", back and forth and it would indicate the ability of the trailer to assist in stopping. This was occasionally performed and we were confident of the trailer controlling its own weight in stopping

[Prior to going on vacation to Oregons Southwest "Coast city" of Bandon, Oregon. Upon returning from a three day trip to Spokane, Washington, to a granddaughters graduation at Eastern Washington University; I pulled the wheels off of the trailer to make certain the lining and electric brakes were in good condition, and repacked the wheel bearings. I then adjusted the brakes to the recommendations of our trailer manual. The brakes linings and electric activators were in excellent condition as prescribed by the manual.]

RECEIPT OF THE PROMISED MANUAL ON THE ACTIVATOR WOULD HAVE AVOIDED PLAINTIFFS ACCIDENT AS PLAINTIFFS WOULD HAVE IMMEDIATELY REPLACED IT.

The Timed Activator is not actively comparable to Inertia-activator with proportional sensors which take less than one-second to deliver 100% (one-hundred percent) of their full stopping power.

Inertia activator more commonly known as a differentiator.

I made four trips to Cornforth-Campbell to pick up the owners manuals and never was afforded one which they continued to ignore as they also ignored maintenance to be provided to the Suburban under the warranty. The battery went dead, the starter failed, the headlights needed and received replacement. The lighting system had a loose wire at the battery terminal of which I completely soldered together. I cured the radiator water flow which caused overheating of the engine and I completely repaired the braking system as was recommended by the new Chilton "Mechanics Manual" of which I purchased from an Auto Parts store. The Suburban brakes had been pulling to the left when traveling on wet pavement. The improved Suburban Brakes were excellent. The Trailer Brakes were excellent. It was the trailer control that malfunctioned.

Unknown to us; the "Trailer Brake Control" newly installed by Cornforth-Campbell was not used by most, if any RV installers; as Tacoma RV explained to us on the third trip we made to contact them after the accident; Stated that Tacoma RV had not installed that type in years. They then gave us a book on the different types that are available.

The book then explained that the type of control on our vehicle, could completely malfunction and fail under heavy application in an emergency situation and that the digital controls or even a partial digital control was essential on Recreational trailers.

Respectfully,

Clinton M. Tullis ProSe  
16300-18th ave. S.E.  
Renton, Wa. 98058-0903  
Phone and Fax (425) 226-7399  
Cellular (206) 713-950

*Clinton M. Tullis*  
For Lewis County Court  
On The Traffic Collision.  
Where Plaintiffs: (Then Defendants)  
Were Exonerated and dismissed.

EXHIBIT NO. 7

On July 18, 2004

At about 12 Noon, We drove through Portland Oregon's heavy traffic at "a Miles per hour" initiated by others ahead of us. Even though, there was constant vehicles coming onto the Main North-South freeway, and occasionally a vehicle leaving the North South freeway onto a Portland residential or commercial area; There was never a vehicle that attempted to recklessly enter the lane in which we were traveling; which mostly "always is the right lane.

Upon entering Washington, We stopped in North Vancouver, Washington and loaded our forty gallon tank with gasoline. We then entered back onto Interstate 5, and proceeded North towards our home and destination. All traffic was very courteous and well respected by all traffickers, including us. On the hill, going North from Kelso. There was a Truck and Trailer that was heavily loaded and was traveling up the grade at about 45 Miles per hour. We followed him until reaching the top of the hill and then elected to pass the Truck and then pull back into the right lane to proceed to our destination.

Many a vehicle passed us and then pulled into the right lane or proceeded North in the left lane, whichever supplied their need or desire. We continued in the right Lane at whatever speed the vehicles in front of us were running, keeping from one hundred to one hundred seventy five feet behind. All of a sudden, The faster vehicles from the left lane cut in front of us to take advantage of the free space between our vehicle and the traveling. We would drop back to assure a safer distance and then move up when the vehicles turned back into the left lane.

In the meantime, there was a large rig that sped past us and turned into the right lane ahead of us.

When the traffic allowed, I pulled into the left lane and passed the big rig (truck and trailer) and then after passing several vehicles, when clear, I pulled back into the right lane to continue, holding my distance behind the vehicles in front of me.

At the Chehalis "North bound" turn off; A speeding vehicle cut about (5) five feet in front of me from the left lane, at about a 45 degree angle and onto the Chehalis turn-off. Then as we arrived at the Chehalis "North bound" on ramp, (2) two vehicles (one behind the other, cut in just in front of me. The second vehicle did not clear me more than 3 to 5 feet and entered into the left lane, totally ignoring the dangerous maneuver.

Knowing that at Centralia, We would be confronted by the same type of road access possibly under like conditions to and from I-5, I determined that it may be safer to travel in the left lane until we cleared the area. I reasoned that it was after one O'Clock and Travelers may be going to, or returning to the freeway from and for lunch. Residents from the area would more than likely avoid the dangerous maneuvers that we had been subjected to. We continued in the left lane, keeping a distance of 150 to 175 feet behind the vehicles in front of us.

Just outside of Centralia, I seen a vehicle suddenly pull left at about a 45 degree angle towards the concrete barrier and immediately applied the brakes; gradual at first; then realizing the road WAS BLOCKED, I applied full force on the brakes. I and Margaret both felt very comfortable about the distance between us and the stopped vehicles, being ample to completely control the stopping of our vehicle.

At this point, to my surprise, the trailer brakes did not appear to assist at all. I reached down and slid the trailer control to the full braking position and the control did not respond. Regardless, It seemed that we were slowing rapidly enough that we would not impact the vehicles in front of us but as it turned out, the trailer brakes not responding; overpowered us.

Unknown to us; We did not have enough weight for the Suburban to be able to completely, immediately stop; with only the Suburban Brakes. A Condition we could have easily remedied if we had known we had a trailer without brakes; by Loading three or four bags of sand; or we could have loaded all of our tools and equipment in the back of the Suburban instead of the convenience of the trailer compartments. Every day we towed the trailer, we would check the trailer brakes to make certain, the control was functioning.

*exhibit #9*

**cornforth-campbell**

400 Valley Avenue N.E.  
P.O. Box 537  
Puyallup, Wa. 98371

1-800-573-8881  
Fax 253-845-6084

April 03, 2003

1  
2 Mr. Rob Campbell,  
3 Sales Manager

4 Dear Sir,

5 In regard to your recent letter of inquiry:

6 No. 1. Mr. Ken Neilson was informed that the vehicle had all new brakes, of which was relayed  
7 to us to influence purchase.

8 This was not so and after many complaints as to problems with the braking being uneven  
9 (pulling to the left), and Service taking the attitude that I didn't know what I was talking about;  
10 *First trip to Idaho, Second trip to Spokane, WA.*

11 We took our second trip of pulling our trailer and went to ~~[REDACTED]~~. On the trip, I  
12 was forced to make a hard stop and the vehicle pulled so hard to the left that I had to make a  
13 quick release and reapply the brakes to keep the vehicle from jack-knifing, while really holding  
the steering to the right, to control.

14 **This happened twice in heavy traffic.**

15 I thought the trailer might be the problem, so when I got to where I could test the system, I  
16 disconnected the trailer system and then at 60 mph, I applied the brakes hard and the Suburban  
17 again pitched hard left. I had thought it might be the trailers fault; but now know; it was the  
improper balance of the Suburbans braking system. My son in law pulled our trailer three  
18 different years to the Southwest Oregon Coast FOR US, with his FORD PICKUP and never had  
any trouble handling it. THIS SUBURBAN IS PLENTY HEAVY AND HAS AMPLE POWER  
TO HANDLE THE TRAILER. The problem we had should be rectified by Cornforth-Campbell.

19 I had felt the suburbs slightly, braking to the left; and complained to your Service  
20 department. Each time the manager tried it out, he failed to find it was a problem. Three times, I  
complained about the left brake, and was denied three times.

21 The first time, I complained about the vehicle pulling strongly to the right; your service  
22 found that the front disk brakes were not GM factory built and the right brake was changed to  
compensate. The left brake remains lousy or maybe it is the rear brakes.

23 I inquired about this to your mechanic and your shop manager; and was informed that  
24

P - 1 - of 6  
**COMPLAINT**

there remained about a quarter inch of lining on the rear brakes and it was a heck of a job to change the rear brakes, which should not be my problem when the vehicle was supposed to have new brakes, when we purchased it. I have also had to add brake fluid twice.

*I also found it was an easy matter to remove wheels and repair front & rear brakes.*

I had also complained about the headlights being too dim, The vehicle was supposed to be on warranty and all of the problems should have been resolved for safety's sake.

After denying the lights were not adequate and stating that some of the new vehicles were the same way; I went to a parts dealer in Edgewood and purchased two new light bulbs. This improved the lighting considerably. However, The right front lens distorts the beam and should be replaced. The light splits and throws off to the right. The vehicle was supposed to be like new. "God Forbid".

We also had a problem with the vehicle overheating on our first trip, which was to S.W. Idaho. This was answered twice, with a sales comment from your Service Department, that the vehicle was supposed to run hot. B.S.; I put in a new Thermostat and only had the vehicle heat exceed 180 degrees once and this was when arriving home from Oregon and backing the trailer into our yard 2 weeks ago. I now realize this was because of a defective Radiator Cap of which I will replace today.

Also, The fourth time I brought the vehicle to your shop, They noticed that the vehicle was idling rough. They supposedly tuned the vehicle up. It now kicks back with too fast a timing, and idles 300 RPM faster than it should and got about two less miles per gallon of gas than we got on our first trip, which was to Idaho.,

In the past, I worked as a mechanic on heavy equipment for a couple of years and worked as a line mechanic on trucks of all types, heavy and light, for five and a half years. I did considerable brake work on Air-Brakes and Hydraulic. I have had to add a full or partial spring leaf to balance front axels for steering and braking. I have done miles of trailer and truck wiring. I have had to diagnose weak lights and rectify the problem. One Quarter of an inch thick lining was not adequate on any of our pick-ups or light trucks.

I think we have "been had" and the engine on this vehicle is too much for me to cope with. I can't hang over them any more.

It looks like I do not have any choice and will have to pull the wheels and repair my own brakes. The tune up and right head lamp lens will have to be taken care of by someone I hope my grandson may know. They will certainly be bound with a contract before they touch this vehicle. If I pull the wheels, I will know the brake problem of which I now know is highly inadequate.

Cornforth-Campbell should rectify the problems which are not massive for knowledgeable people to cure.

Your service appears to make a good vehicle into a lemon at this time. I will not further argue with them and the fact is, that we only had a short warranty that should have been adequate if the vehicle was as it was purported to be.

Last but not least; My window washer has quit. It hasn't worked for three weeks.

P-  
*2-6*

This is the second time I have mailed you this letter. If no answer from you,

The next time, the letter will be sent to the ~~Attorney General's office~~ <sup>waste of time</sup> to see if the lemon law may apply.

I may choose to have another Company do the updating and then apply to the Municipal Court to see whom pays the bill. I would have sent this follow up letter much sooner, but have had a lot of apartment management business and Real Estate business to attend to.

SINCERELY YOURS

Clinton . M. Tullis

16300-184th ave. S.E.  
Renton, Wa.98058  
Ph.&Fax (425)226-7399  
Cell:(206) 713-4950

P.S. We have really had good service recently,with Scarf Ford of Auburn and also in years past; with Good Chevrolet of Renton.

Below; I will copy a hand written letter given to your Service Department on about June 16, 2003; Just after the purchase:

To Cornforth Buick of Puyallup:

1. The engine in a 6 mile run from East of Kent to Maple Valley Heights (Pulling a 7,000 pound trailer); ran the temperature to 280 degrees.

2. I want the fan belt and the thermostats removed, then the water jacket reinstalled. Fill with water, run the motor against its brakes until hot and check for head or ? leak by seeing if the water bubbles in the radiator. If not:

*I know the thermostat only come in 180 & 190 degree. an answer*  
3. Replace the thermostat with a 165 or 170 degree, not a 190 degree plus thermostat.

Getting an engine hot is not a problem; keeping it cool or at proper running temperatures is a problem; regardless of engineering recommendations.

4. Then: I want the top and bottom of the radiator flow checked from pressure off the bottom of the radiator to the top. The radiator may be plugged.

5. Replace the radiator cap with a new pressure release cap.

6. If this doesn't suffice; Replace the radiator with a new higher capacity radiator.

7. Make certain the air flow in the radiator is tops. This could also be a problem. The radiator may need a boil out, by an accredited radiator shop. or maybe in your hot-tank.

P-3 of 6

8. We must have the vehicle by Thursday evening. If it blows up on us on pulling a 7000 plus pound trailer for which we purchased the vehicle; then we will be one hell of a problem to Cornforth-Campbell.

I certainly hope this does not ruin our short vacation plans to the Idaho Cascade Lakes.

We trusted you people or we wouldn't have purchased the vehicle at any price.

P.S. After we left your shop without getting any reprieve or consideration on the heating or on the brakes; The vehicle again heated on me and the lights were remaining very dim.

Consequently, First, I went to a parts dealer, purchased and installed new lights and then after the vehicle again heated on me, I determined the problem was most likely with a faulty thermostat that only worked part time and went to another parts store and purchased a new thermostat. This took care of the entire heating problem on the trip, but upon arriving home; the vehicle again heated to the boiling point upon backing the trailer into our yard. The next day, I again went to Schucks Auto Parts store, Where I purchased and installed a radiator cap.

(1). Since, We have spent two weeks running up and down the Oregon Coast. The temperature has not risen above 180 to 190 degrees in extremely hot weather. No thanks to your Service

(2) Our lights are considerably brighter even though the battery does not seem to be in the best condition, except the right headlamp appears to be distorting the right beam.

(3) The engine: 1. Always kicks back when starting, showing that the timing is a little fast.  
2. Idles 300 RPM too fast.

(4) The Window Washer Does Not Work.

(5) The brakes are now adjusted fairly even and give me good braking on full pedal. (I have not tried them under a heavy trailer load). I also had to add quite a bit of hydraulic fluid after bleeding and adjusting the brakes. This is the fourth time I have had to add brake fluid.

I should not have to personally remedy any of the Nos (2), (3), (4), or (5) if the master cylinder, a wheel cylinder, or whatever is leaking the fluid.

This type of work is too much on me any more and I will have to hire it done if Cornforth-Campbell negliges on the service to which I feel they owe me.

Sincerely ours,

Clinton M. Tullis  
16300-184th ave, S.E.  
Renton, Wa. 98058-0903  
Phone and fax (425) 226-7399  
Cell (206) 713-4950

P-4 *2" Calipers and pads were replaced on the front wheels, new brake pads were installed on all wheels, the front REARs were balanced & cleaned, a*

D Plaintiff took a trip to Spokane for graduation of granddaughter in 2004. The vehicles brakes (Suburban Brakes) again pulled to hard left on application. Upon arriving home Plaintiff pulled off all wheels of the Suburban. The calipers were Clinton M. Tullis and Margaret Tullis and the relationship there of. 3/3 2nd thinner than right front wheel. All this a no no.

P-4-OF-6

We trusted you people or we wouldn't have purchased the vehicle at any price.

P.S. After we left your shop without getting any reprieve or consideration on the heating or on the brakes; The vehicle again heated on me and the lights were remaining very dim.

Consequently, First, I went to a parts dealer, purchased and installed new lights and then after the vehicle again heated on me, I determined the problem was most likely with a faulty thermostat that only worked part time and went to another parts store and purchased a new thermostat. This took care of the entire heating problem on the trip, but upon arriving home; the vehicle again heated to the boiling point upon backing the trailer into our yard. The next day, I again went to Schucks Auto Parts store, Where I purchased and installed a radiator cap.

(1). Since, We have spent two weeks running up and down the Oregon Coast. The temperature has not risen above 180 ~~██████████~~ degrees in extremely hot weather. No thanks to your Service

(2) Our lights are considerably brighter even though the battery does not seem to be in the best condition, except the right headlamp appears to be distorting the right beam.

(3) The engine: 1. Always kicks back when starting, showing that the timing is a little fast.  
2. Idles 300 RPM too fast.(I HAVE BEEN INFORMED THAT THE FACTORY RECOMMENDS 800 rpm). THIS DOESN'T CURE "THE KICK-BACK IN TIMING"

THOUGH ~~2500 to 600 RPM~~ sufficient for ~~gasoline~~ engines

(4) The Window Washer Does Not Work.

(5) The brakes are now adjusted fairly even and give me good braking on full pedal. (I have not tried them under a heavy trailer load). I also had to add quite a bit of hydraulic fluid after bleeding and adjusting the brakes. This is the fourth time I have had to add brake fluid.

I should not have to personally remedy any of the Nos (2), (3), (4), or (5) if the master cylinder, a wheel cylinder, or whatever is leaking the fluid.

This type of work is too much on me any more and I will have to hire it done if Cornforth-Campbell reigns on the service to which I feel they owe me.

Additionally, Yesterday; Wednesday, September 10th , 2003; I drove the vehicle about 60 miles in the rain. The left front wheel grabbed and chattered and did not brake good in the wet weather. It also skidded a little on the braking application; I BELIEVE IT IS NOT A NON-SKID (NON-LOCK) BRAKE ON THE LEFT FRONT OF THE VEHICLE, AS IT IS SUPPOSED TO WARRANT.

Sincerely Yours,

Plaintiff  
performed  
the repair

Clinton M. Tullis *Clinton M. Tullis*  
16300-184th ave, S.E.  
Renton, Wa. 98058-0903  
Phone and Fax : (425) 226-7399  
Cell (206) 713-4950

*your  
Plaintiffs*

*June 1 - 2003*

(We had purchased our GM Suburban in May of 2003 at Cornforth-Campbell Buick and GM in Puyallup, Wa. One of the conditions of Purchase was that the Suburban would be equipped to supply the towing and braking essential for a 30 foot Wilderness Trailer that weighed 7000 pounds before loading. WE WERE THEN PROMISED THAT CORNFORTH-CAMPBELL WOULD FURNISH US THE BOOK ON USE AND MAINTENANCE OF THE SUBURBAN AND ON THE EQUIPMENT ATTACHED.

The salesman showed me the newly mounted Trailer Electric Control and told me that I only needed to slide the "side switch forward or back" to get expected response on the brakes. This was the way to feel if the trailer would pull back on the suburban without applying the Suburbans brakes. You should then slide the switch in the opposite direction to barely release the pull back and that would give you full breakage when the Suburbans brakes were applied. Also, to check the trailer brakes activating after making the above adjustment.

We were advised to "slide the activator located on the front of the control", back and forth and it would indicate the ability of the trailer to assist in stopping. This was occasionally performed and we were confident of the trailer controlling its own weight in stopping.

[Prior to going on vacation to Oregons Southwest "Coast city" of Bandon, Oregon. Upon returning, from a three day trip to Spokane, Washington, to a granddaughters graduation at Eastern Washington University; I pulled the wheels off of the trailer to make certain the lining and electric brakes were in good condition. and repacked the wheel bearings. I then adjusted the brakes to the recommendations of our trailer manual. The brakes linings and electric activators were in excellent condition as prescribed by the manual.]

RECEIPT OF THE PROMISED MANUAL ON THE ACTIVATOR WOULD HAVE AVOIDED PLAINTIFFS ACCIDENT AS PLAINTIFFS WOULD HAVE IMMEDIATELY REPLACED IT.

The Timed Activator is not actively comparable to Inertia-activator with proportional sensors which take less than one-second to deliver 100%(one -hundred percent) of their full stopping power.

*Plaintiffs* I made four trips to Cornforth-Campbell to pick up the owners manuals and never was afforded one which they continued to ignore as they also ignored maintenance to be provided to the Suburban under the warranty. The battery went dead, the starter failed, the headlights needed and received replacement. the lighting system had a loose wire at the battery terminal of which I completely soldered together. I cured the radiator water flow which caused overheating of the engine and I completely repaired the braking system as was recommended by the new Chilton"Mechanics Manual" of which I purchased from an Auto Parts store. The Suburban brakes had been pulling to the left when traveling on wet pavement. The improved Suburban Brakes were excellent. The Trailer Brakes were excellent. It was the trailer control that malfunctioned.

Unknown to us; the "Trailer Brake Control" newly installed by Cornforth-Campbell was not used by most, if any RV installers; as Tacoma RV explained to us on the third trip we made to contact them after the accident; Stated that Tacoma RV had not installed that type in years. They then gave us a book on the different types that are available.

The book then explained that the type of control on our vehicle, could completely malfunction and fail under heavy application in an emergency situation and that the digital controls or even a partial digital control was essential on Recreational trailers.

Respectfully,

Clinton M. Tullis ProSe  
16300-18th ave. S.E.  
Renton, Wa. 98058-0903  
Phone and Fax (425) 226-7399  
Cellular (206) 713-950

*Clinton M. Tullis*

*This accounting was produced for the  
Centriplex Ltd. Board where plaintiffs (the defendants)  
were exonerated from false accusations  
from unfounded accusations.*

*P. 5  
of 6*

~~CONFIDENTIAL~~

Pg 39 of 69

## MOST COMPLETE AUTO PARTS STORES

B&B AUTO PARTS, INC.  
401 RAINIER AVE. NO.  
RENTON, WA 98055  
206-772-6380

501242

4-3-04

B & AUTO PARTS, INC.  
RAINIER AVE. NO.  
ENTON, WA 98055  
206-772-6380

AUBURN  
2703 Auburn Way N.  
(253) 654-0464

KENMORE  
6340 N.E. Bothell Way  
(425) 486-2007

BELLEVUE  
10505 Main Street  
(425) 454-2495

REDMOND  
16115 Redmond Way  
(425) 885-4146

BURien  
14307 1st Ave. S.  
(206) 243-2444

RENTON  
401 Rainier Ave. N.  
(206) 772-6380

FEDERAL WAY  
1610 341st Pl., Ste. A  
(253) 661-7222

TACOMA  
215 S. 72nd Street  
(253) 475-9018

SHIP TO:

SOLD FROM RENTON STORE

6 CASH SALE. THAN ER 02:30 #4/03/04

1 WIL W159C	3.99	3.99
BRAKE SPR.		T
1 WIL W80622	4.99	4.99
BRK SPRG		T
1 WIL W1334	1.99	1.99
3/8 HEX BIT		T
1 WIL W154	8.99	8.99
36MM AXLE		T
Cash	71.72	
DISPLAY # 17	50.00	
Labor		
Right		
Disc		
Subtotal	19.96	
Core		
Tax	1.76	
Total	21.72	
TENDER	50.00	
CHANGE	28.28	

DESCRIPTION	CORE	LIST	SELL	EXTENDED	T	D
1 IKE SPRING		5.48	3.99	3.99	T	
1 SPRG TOOL		8.98	4.99	4.99	T	
1 HEX BIT			1.99	1.99	T	
1M AXLE SKT		22.00	8.99	8.99	T	

LINE#	- Special Order Returns are subject to a 20% restocking fee.	SUB-TOTAL	19.96
	- Freight Charges are non-refundable.	CORE	
		TAX	1.76
		LABOR	
		FREIGHT	
		TOTAL	21.72 PICK

Schucks Auto Supply

17628 108th SE

Renton, WA 98055 STORE#04329

(425) 228-6226 05/27/04 4:46 PM

REGISTER 04 2 3576 CASHIER 057354-03

PA 8322372 QUIET STOP PADS

Brake pads 59.99

PGD37005

Ltd Lifetime Warranty Excludes Wear

PA 6089189 80/85W-90 GEAR OIL

3.49

PA 6008205 831 SYNTHETIC GEAR OIL

8.99

75W90

SUBTOTAL 72.47

TAX 8.8%

6.38

TOTAL 78.85

\*\*DEBIT CARD SALE\*\*

-78.85

CHANGE DUE

0.00

Items Sold : 3

TRANSACTION #00464300

Refunds &amp; exchanges must be made within 60 days with original sales receipt.

THANK YOU

More Green!

&lt;SCROLLING&gt;

Buy B&amp;B Auto Parts, Inc. parts &amp; supplies at the time of purchase

on 05/27/04  
for B&B AUTO PARTS, INC.  
Sub Total 21.72

on 05/27/04  
Sub Total 21.72

B&B AUTO PARTS, INC.  
401 RAINIER AVE. NO.  
RENTON, WA 98055  
206-772-6380

4-3-1

6 CASH SALE. THAN GF 04:05 04/03/04

1 TRW 14-370-12 BRAKE PAD 41.79 41.79 T

1 LUB 11380 16 OZ WB G 2.99 2.99 T

ATM/Debit 48.72

DISPLAY # 17 Subtotal 44.78

Core 44.78

Tax 3.94

Total 48.72

48.72 CHANGE 48.72

FOR SHARP TWO PAD

exhibits 10-12

3-21-04

Cedar Rapids Towing				37334
18015 S.E. Maple Valley Hwy. Renton, WA 98058				
PHONE (425) 255-5295				24 hour
Date	03 / 21 / 04	WDL #		
WO #		PO #		
Bill to:	Clinton Tolls			
Address:	1530 - 18th St			
City, State:	Renton, WA 98058			
Owner:				
Address:	Tel:			
YR VIN #	MAKE TRUCK	MODEL CLASS	LIC # ODOMETER	
99 10	CIMC	Suburban	223-RCC	
DRIVER Tow From	TRUCK 1801 - 8272	Glass	WSP <input type="checkbox"/> ACC <input type="checkbox"/> IMP <input type="checkbox"/> INS <input type="checkbox"/> PD <input type="checkbox"/> PVT <input checked="" type="checkbox"/> COM <input type="checkbox"/>	
Tow To				
Extra Services	Dolly	Wheel Lift	Driving Removal	Car Carrier
Winching				
2nd Tow	Driver		Truck	Class
Storage	Days Inside	Outside @	Per Day	
Mileage Finish	Time	English		
Mileage Start	Time	Start		
Total Miles	@ Per Mile	Protral Time		
After Hours Release	Keys			
Comments				
Check No.	Bank Card <input type="checkbox"/>	Cash <input type="checkbox"/>	TOTAL	Sales Tax
Date Released			91 16	85 00
Released By	6/16			
AUTHORIZATION				
TO TOW VEHICLE	Clinton Tolls			

electrical failed & couldn't start  
 vehicle had to have it towed home so I could run tests, analyze & repair

DED LINEAR  
TRAILER HITCHES

\*\*\*

623 MERIDIAN E.  
EDGEWOOD, WA 98371EDGEWOOD  
NATIONAL INC.

4WD, TRUCK and RV PARTS and ACCESSORIES

Complete Truck & RV  
Installation Facility  
www.edgewoodnational.com

PHONE: (253) 927-3388

**DISCLAIMER OF WARRANTIES.** All warranties on the products sold hereby are those made by the manufacturer. The Seller, Edgewood National, Inc. hereby expressly disclaims all warranties either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and Edgewood National, Inc. neither assumes nor authorizes any other person to assume for it any liability in connection with this sale. CHECK ALL PARTS BEFORE INSTALLING. EDGEWOOD NATIONAL, INC. WILL NOT BE RESPONSIBLE FOR MISLABLED OR MISPACKED PARTS.

NO ELECTRICAL PARTS RETURNED • NO RETURNS AFTER 30 DAYS OF SALE

Spots 10/11/12

C  
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CASH ONLY WHOLESALE

CUSTOMER #

500

CASH INVOICE # 78079-A

CORES: B 1 C.O.D.

DATE : 07/02/03 03

10:00 AM PAGE: 1 A

QUANTITY	LINE	PART NUMBER	DESCRIPTION	CORE	LIST EA.	YOUR COST	EXTENSION	TAX
1	PHO H9006XPP2		BULB ST LEGAL			24.15	24.15	T.
			2 Bulbs <del>St</del>					
			1-Right Front					
			1-Left-Front					
CHECK		\$ 26.30						
CHECK # 2591								
TOTAL UNITS			FREIGHT	LABOR	MISC.	CORE TOTAL	LST TOTAL	NON-TAXABLE TAXABLE

NO REFUND WITHOUT THIS INVOICE • RETURNED MERCHANDISE IS SUBJECT TO 15% HANDLING CHARGE • NO MATERIAL ACCEPTED FOR CREDIT THAT HAS BEEN INSTALLED FOR TESTING.

RECEIVED  
BY: XPAY THIS  
AMOUNT ► 26.30

CUSTOMER

EDGEWOOD TRUCK TOYZ

623 MERIDIAN E.  
EDGEWOOD, WA 98371Complete Truck & SUV  
Installation Facility

www.edgewoodtrucktoyz.com

PHONE: 253•927•3388  
FAX: 253•927•4519

12-26-03

NO ELECTRICAL PARTS RETURNED

NO RETURNS AFTER 30 DAYS OF SALE

C  
U  
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CLINTEdgewood  
for 2000 head light  
replacementOPEN INVOICE # 89702-A  
TUESDAY 12/23/03FH #425 234-7142 DATE : 12/26/03 00  
REF ID: 00000000000000000000000000000000

QUANTITY	LINE	PART NUMBER	DESCRIPTION	CORE	LIST EA.	YOUR COST	EXTENSION	TAX
1	HHA 24065		GM FULLSIZE PU			16.49	16.49	T.
1	PCH C2583A		RIGHT LIGHT ASSY			79.95	79.95	T X
1	C2582A		LEFT LIGHT ASSY			79.95	79.95	T X
1	999 LO-5		LABOR PER HOUR			60.00	60.00	T.
			Plaintiffs replaced entire head lamps					
			12 - 26 - 03					
TOTAL UNITS			FREIGHT	LABOR	MISC.	CORE TOTAL	LST TOTAL	NON-TAXABLE TAXABLE
			60.00					

NO REFUND WITHOUT THIS INVOICE • RETURNED MERCHANDISE IS SUBJECT TO 15% HANDLING CHARGE • NO MATERIAL ACCEPTED FOR

RECEIVED  
BY:

257.20

PAY THIS  
AMOUNT ►\*\*\*NON-FINAL\*\*\*  
ORIGINAL

NAME Clint Tallis  
ADDRESS

MS. A. 2. 6. - 7399

EDGEGOOD TRUCK TOYZ

623 MERIDIAN E.  
EDGEWOOD, WA 98371



**Complete Truck & SUV  
Installation Facility**

[www.edgewoodtrucktoyz.com](http://www.edgewoodtrucktoyz.com)

PHONE: 253•927•3388  
FAX: 253•927•4519

**NO ELECTRICAL PARTS RETURNED**

**NO RETURNS AFTER 30 DAYS OF SALE**

AMOUNT DUE		12-26-03		CASH		INVOICE # 18702-4		
				GODFST DT				
QUANTITY	LINE	PART NUMBER	DESCRIPTION	CORE	LIST EA.	YOUR COST	EXTENSION	TAX
1	HHA	24065	GM FULLSIZE PU			16.49	16.49	T.
1	PCN	C2583A	RIGHT LIGHT ASSY			79.95	79.95	T. X
1		C2582A	LEFT LIGHT ASSY			79.95	79.95	T. X
1	999	L0-5	LABOR PER HOUR			60.00	60.00	T.
CHECK		\$ 257.20				257.20		
CHECK # 1153								
REFUNDS		0.00		MISC	CORE TOTAL	NONAVAIL	NONAVAIL	TOTAL TAX
FREIGHT		0.00						20.00
LABOR		0.00						
RECEIVED								
NO REFUND WITHOUT THIS INVOICE • RETURNED MERCHANDISE IS NOT REFUNDABLE								
PAY THIS		\$ 257.20						

**EDGEGOOD NATIONAL INC.**  
623 MERIDIAN, F.

No. 21415

**NO REFUND WITHOUT THIS INVOICE • RETURNED MERCHANDISE IS SUBJECT TO 15% HANDLING CHARGE • NO MATERIAL ACCEPTED FOR CREDIT THAT HAS BEEN INSTALLED FOR TESTING.**

RECEIVED  
BY: X

PAY THIS  
AMOUNT

287

CUSTOMER

#### **Warranty Disclaimer**

ANY WARRANTIES ON THE PRODUCTS SOLD HEREBY ARE THOSE MADE BY THE MANUFACTURER, THE SELLER (EDGEWORLD INTERNATIONAL INC.) HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCTS.

**Work Authorization**

I HEREBY AUTHORIZE THE ABOVE WORK TO BE DONE ALONG WITH NECESSARY MATERIALS. YOU AND YOUR EMPLOYEES MAY OPERATE ABOVE VEHICLE FOR PURPOSES OF TESTING, INSPECTION OR DELIVERY AT MY RISK. AN EXPRESS MECHANIC'S LIEN IS ACKNOWLEDGED ON ABOVE VEHICLE TO SECURE THE AMOUNT OF REPAIRS THERETO. YOU WILL NOT BE HELD RESPONSIBLE FOR LOSS OR DAMAGE TO VEHICLE OR ARTICLES LEFT IN VEHICLE IN CASE OF FIRE, THEFT, ACCIDENT OR ANY OTHER CAUSE BEYOND YOUR CONTROL.

Work Authorized By

## MOST COMPLETE AUTO PARTS STORES

B&B AUTO PARTS, INC.  
RAINIER AVE. NO.  
RENTON, WA 98055  
206-772-6380

B&B AUTO PARTS, INC.  
401 RAINIER AVE. NO.  
RENTON, WA 98055  
206-772-6380

6 CASH SALE. THAN ER 02:30 04/03/04

4-3-04

1 WIL W159C	3.99	3.99 T
BRAKE SPR		
1 WIL W80422	4.99	4.99 T
BRK SPRG		
1 WIL W1334	1.99	1.99 T
3/8 HEX BI		
1 WIL W154	8.99	8.99 T
36MM AXLE		
Cash	17	50.00
DISPLAY #		
Subtotal	19.76	
Core		
Tax		
Total	1.76	
TENDER	50.00	CHANGE
28.26		

on 05/27/04

Schucks Auto Supply

17620 108th SE  
Renton, WA 98055 STORE#84329  
(425) 228-6226 05/27/04 4:46 PM  
REGISTER #4 2 3576 CASHIER# 057394-03

PA 8322372	QUIET STOP PADS	59.99
Brake pads		
PGD370QS		
Ltd Lifetime Warranty Excludes Wear		
PA 6089189	80W/85W-90 GEAR OIL	3.49
831	SYNTHETIC GEAR OIL	8.99
PA 6008205	75W90	
SUBTOTAL	72.47	
TAX 8.80%	6.38	
TOTAL	78.85	
**DEBIT CARD SALE**	-78.85	
CHANGE DUE	0.00	

Items Sold : 3



TRANSACTION #00464380

Refunds & exchanges must be made within 60 days with original sales receipt.

THURS 11AM

More Green

00464380

Refunds & exchanges must be made within 60 days with original sales receipt.

TRANSACTION #00464380

Refunds & exchanges must be made within 60 days with original sales receipt.

AUBURN  
2703 Auburn Way N.  
(253) 854-0464

KENMORE  
6340 N.E. Bothell Way  
(425) 488-2007

BELLEVUE  
10505 Main Street  
(425) 454-2495

REDMOND  
16115 Redmond Way  
(425) 885-4146

BURIEN  
14307 1st Ave. S.  
(206) 243-2444

RENTON  
401 Rainier Ave. N.  
(206) 772-6380

FEDERAL WAY  
1610 341st Pl., Ste. A  
(253) 661-7222

TACOMA  
215 S. 72nd Street  
(253) 475-9018

SOLD FROM RENTON STORE

Suburban Brake repair

1489539

DESCRIPTION	CORE	LIST	WEIGHT	ORDER DATE	INV. DATE	PAGE 1	
			02-28 PM	04/03/04	04/03/04	INV. NO.	
1 IKE SPRING				5.48	3.99	3.99	T
SPRG TOOL				8.98	4.99	4.99	T
1 HEX BIT					1.99	1.99	T
1M AXLE SKT			22.80		8.99	8.99	T

BUSINESS:	- Special Order Returns are subject to a 20% restocking fee.	SUB-TOTAL	19.96
	- Freight Charges are non-refundable.	CORE	
		TAX	1.76
		LABOR	
		FREIGHT	
		TOTAL	21.72 BICK

B&B AUTO PARTS, INC.  
401 RAINIER AVE. NO.  
RENTON, WA 98055  
206-772-6380

4-3-04

6 CASH SALE. THAN GF 04:05 04/03/04

1 TRW 14-370-12 BRAKE PAD	41.79	41.79 T
1 LUB 11360	2.99	2.99 T
16 OZ WB 6 ATM/Debit		
DISPLAY # 17		
Subtotal		
Core		
Tax		
Total		

18.72 CHANGE	48.72	48.72
FOR SWEEPING PAD		

13-6-9

*exhibit*  
10-12

**Best.** **Best.** **Best.** **Best.** **Best.** **Best.** **Best.** **Best.**

sub protection  
weather

7 CASH SALE THANKS PC 03:48 \$6.00/VW  
719533  
2710 AUBURN HILL RD.  
AUBURN WA 98001  
253-739-3700

888 AUTO PARTS, INC.  
401 RIVER RD., NO.  
RENTON, WA 98055  
TEL: 206-222-7386

613249

THANK YOU FOR SHOPPING AT  
JOHNSON'S Home & Garden  
(423) 432-3384

578878	14	EA	.99 EA
06618	CDK6 STRETCH 18IN		13.84
579165	6	EA	.89 EA
06613	CDR STRETCH 13IN		5.34
764396	1	EA	21.19 EA
TAPX 16X20 BROWN			21.19

**TENDER** 87.48 CHANCE  
THANKS FOR CHANCE YOUR BUSINESS.

Labor  
Flight  
Disc  
Tender  
Score  
Sawtooth  
Tax  
Trial  
Change

**SUB-TOTAL:** 40.39    **TAX:** 3.35  
**TOTAL:** 43.74  
**BC AMT:** 43.74

# Bronx Bar Car Wash

THANK YOU CLINTON & TULLY  
FOR YOUR PATRONAGE

EMAIL: THESEGIRLWITHEST.COM

卷之三

*Exhibits 10-12*

**The West's Largest Independent Tire Dealer**  
**SOLD TO: CLINTON TULLIS**

146200

LES SCHWAB TIRE CENTER  
 17235 SE 272nd Street  
 Kent, WA 98042 4965  
 253-638-0940

ACCT 386 99998 INVOICE 279911

*re date on back**on the Suburban*

DATE 07-22-2003 TIME 6:03:57 PM

SOLD BY	TRANSACTION TYPE	WORK ORDER #	CUSTOMER PO #	LICENSE	MILEAGE	YEAR / MAKE / MODEL						
QTY.	PRODUCT CODE	PRODUCT DESCRIPTION				PRICE	FET	AMOUNT				
1	02117046	All Parts New Unless Specified										
1-	02117046	LT245/75R-16/10 TRAILCAT ALL SEASONS BLACKWALL				97.00		97.00				
		LT245/75R-16/10 TRAILCAT ALL SEASONS BLACKWALL Adjustment: D 100% Sidewall Separation				97.00		97.00-				
<i>Plaintiff only use super tires</i>												
Customer certifies there are no personal injury or other claims of any type whatsoever relating in any way to the above-described merchandise. Customer understands Les Schwab is relying on this certification to grant credit, or make a product adjustment and to dispose of the merchandise together with certain records, without further investigation. If any claims relating to the merchandise are made, customer releases, indemnifies and holds harmless Les Schwab therefrom.												
<b>NOTICE: The following conditions apply to all sales except where Seller issues a written warranty.</b> SELLER ASSIGNS TO PURCHASER ALL RIGHTS AND REMEDIES UNDER MFR'S. EXPRESS AND IMPLIED WARRANTIES, BUT OTHERWISE EXCLUDES ALL LIABILITY FOR WARRANTY DAMAGES, SPECIAL AND CONSEQUENTIAL DAMAGES FOR LES SCHWAB MFR'D. PRODUCTS EXCLUDED TO EXTENT LAW ALLOWS. ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS INVOICE. Purchaser acknowledges having received the goods described above and having read and received a copy of the Security Agreement and Warning (when applicable) contained on the reverse side hereof.							SALES TAX	.00				
							DISPOSAL TAX	.00				
							<b>TOTAL</b>	.00				

CUSTOMER COPY

PURCHASER X

Page 16 of 69

SALES DRAFT

HIGHLAND EAST AUTOPART  
4616 NE 4TH ST  
RENTON, WA 98059  
TERMINAL 5306389

8W498242  
04/03/2004 15:43:06  
DE XXXXXXXXX0258  
INVOICE 63007 DP2  
MUTH. CODE 631520

SALE TOTAL  
  
\$ 32.64

CUSTOMER COPY

# East Auto Parts

ET, RENTON, WASHINGTON 98059  
228-6364

INVOICE



Schucks Auto Parts

Print : PRT0062  
Term : CRT004  
User : af  
Loc : 1  
Page : 1

PA 6180053 HAVOLINE 10W40  
12 @ 1.69 10W40  
PA 6723399 HAVOLINE 10W30  
12 @ 1.69 10W30  
Customer Satisfaction 6180053 12 @ -0.50

PA 6723399 HAVOLINE 10W30  
12 @ 1.69 10W30  
Customer Satisfaction 6723399 12 @ -0.50

SUBTOTAL  
TAX  
TOTAL

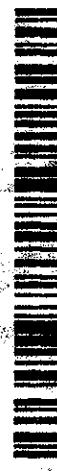
28.56
8.88%
2.51
31.07

-31.07  
0.00

\*\*DEBIT CARD SALE\*\*

CHANGE DUE

Items Sold = 24



TRANSACTION #00498713

Refunds & exchanges must be made within  
60 days with original sales receipt.

Visit Us On-Line At  
WWW.SCHUCKS.COM

PRIMARY

061543  
Card #: XXXXXX0258  
Approval: 652248

URN ON ELECTRICAL PARTS  
URN WITHOUT INVOICERECEIVED  
BY: XPAY THIS  
AMOUNT ► 32.64

*Exhibit 775*

**Plaintiffs Mechanical Resume.**

1. Plaintiff: Clinton M. Tullis performed mechanical work from childhood; On farm equipment, tractors, family and friends automobiles; Activating stalled trucks and loaders in shipyards that had refused to function because of world war 2 shortage of parts; Then tuning military officers and cadre vehicles at the Camp Roberts, California Infantry Training Center where I took seventeen weeks rugged infantry training in 1945 in preparation for the invasion of Japan, thwarted by the atomic bomb.; Then on farm equipment until I was thirty two years of age.
2. This latter was performed during Plaintiffs marriage and commencement of our family; and after two seasons of heavy hail storms out of four, costing heavy losses of our row crops; We decided to move to Margarets home town of Seattle to allow our children to choose their own destiny.
3. Plaintiff Clinton then worked as a Line mechanic for a freight Company for several years where I performed dozens and dozens of brake repairs and sometimes total replacements on Air Brakes, and Hydraulic brake systems and of course engine, transmission and power train rebuilding and/or vehicle general tune-ups inclusive of steering assemblies and balancing steering actions on the vehicles.
4. This was just prior to entering the Real Estate Industry for which Plaintiff is remaining self employed since 1967.
5. For one year prior to working for a large freight Company; Plaintiff Clinton worked for Mack Truck until a Christmas Layoff for several mechanics to wait for spring business to pick up. During this employment, I stripped a couple Logging Trucks that had been badly damaged ; I stripped them to the rails and even removed the cross-members of the channel frames, Corrected the bends and dents and completely reconstructed the entire trucks inclusive of reusing all of the wiring, etc.
6. I refused to go back to Mack Truck as I could not afford to gamble on seasonal layoffs and didn't admonish having to work on several part time jobs including splitting days and weeks with other employees at Mack Truck in lieu of the winter lay-off to provide for my family. I didn't believe it was right for me to interfere with anothers seniority.  
I also met the same rehtoric at two different tractor company's including a Michigan Equipment Co. and decided to apply for a job at Coast Lee and Estes Freight company where I stayed for five years prior to joining a Washington Building Firm as a Sub-Contractor in remodeling houses and Commercial Structures.
7. All of above to explain that I soon understood Cornforth Campbell deceit and really didn't know how to overcome it as we had already purchased and paid for the 1999 GMC Suburban before discovering their Warranty's and intent of negating performance to their promises was all a myth applied to performance of sales.
8. I do know that perjury is a crime and that the statute of limitations does not apply to Crimes of which Cornforth Campbell and GMC Advertisements are deliberate blow-ups of deceit to cause potential purchasers to drop their guard applicable to Mr. Good-Wrench and the flyers induced with and on the vehicle. Acts of Hypocracy and extended criminology.
9. A recent acquired Washington State Commitment of Law states: There is no limitation on litigation awards to an injured party. General Motors and agency of Cornforth Campbell have over-cooked their Turkey.
10. This is qualified as to AID AND ABET: To actively, knowingly, or purposely facilitate or assist another individual in the attempted or attempted commission of a crime. Aiding and abetting is characterized by Affirmative Criminal Conduct and is not established as a result of omissions or negative acquisance. 24 A 2d 85, 87. Compare Accessory: One who Aids or contributes in a secondary way or assists in or contributes to crime as subordinate. See 216 So. 2d 829, 831. The failure to report the commission of a felony is sometimes itself a crime. An accessory does acts which facilitate others in commission or attempted commission of Crime or Avoiding Apprehension for Crime. (Apprehension: To seize, to arrest, to understand, to fear, filled with dread, suspicious). Complicity "mens rea" Accomplice; Liability is shared. Common "Mens rea": and Criminal Purpose is shared between Agent and Principal; See 233 P 2d 347.
11. All of above relating to Criminal Acts of Defendants was copied from Blacks Law Dictionary Eighth Edition by Garner and received from West Publishing Company.

P 1 of 2

PLAINTIFFS RESUME  
AND COMPLAINT

*P-19*

12. Plus: Crimes Applied to Clinton And Margaret Tullis by Cornforth Campbell and added to, by General Motors Advertising as Mr. Good Wrench, falls under:

Chapter 9A RCW of Washington Criminal Code; Chapter 9A.04.110 which lists the many Crimes committed by the Agency of Cornforth Campbell as

(a) intent: A person acts with intent or intentionally when he acts with the objective or purpose to accomplish a result which constitutes a crime

(b) Knowledge: A person knows or acts knowingly or with knowledge when: (1) he is aware of a fact, facts, or circumstances or result described by a statute defining an offense; or (II) he has information which would lead a reasonable man in the same situation to believe that facts exist which facts are described by a statute defining an offense.

(c) Recklessness: A person is reckless or acts recklessly when he knows of or disregards a substantial risk that a wrongful act may occur and his disregard of such a substantial risk is a gross deviation from conduct that a reasonable man would exercise in the same situation.

(1) Criminal Negligence: A person is criminally negligent or acts with criminal negligence when he fails to be aware of a substantial risk that a wrongful act may occur and his failure to be aware of such substantial risk constitutes a gross deviation from the standard of care that a reasonable man would exercise in the same situation.

(2) Substitute for Criminal Negligence: Recklessness and Knowledge. When a statute provides that criminal negligence suffices to establish an element of an offense , such element also is established if a person acts intentionally, knowingly, or recklessly. When recklessness suffices to establish an element, such element also is established when a person acts intentionally or knowingly. When acting knowingly suffices to establish an element, such element also establishes if a person acts intentionally.

*RCh*  
Chapter 9A.08.020; which advocates the Liability for Conduct of another: Complicity.

(1) A person is guilty of a Crime if it is committed by the conduct of another person for which he is legally accountable. This also applies to Agency and Corporations

P. 2 OF 2.

PLAINTIFFS RESUME  
AND COMPLAINT

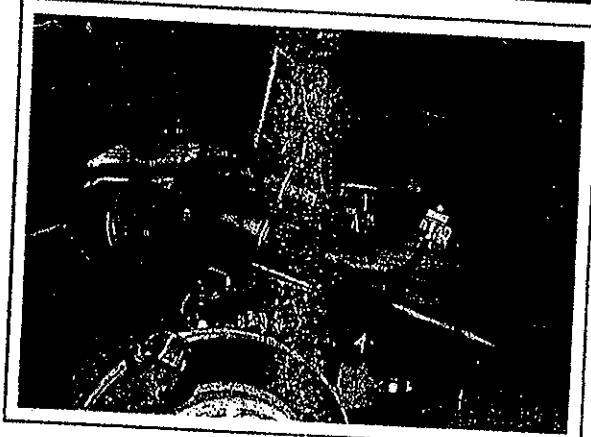
## 9-8 BRAKES

Plaintiff had to apply #3 below  
on the left front Brake -  
see attached Billing.

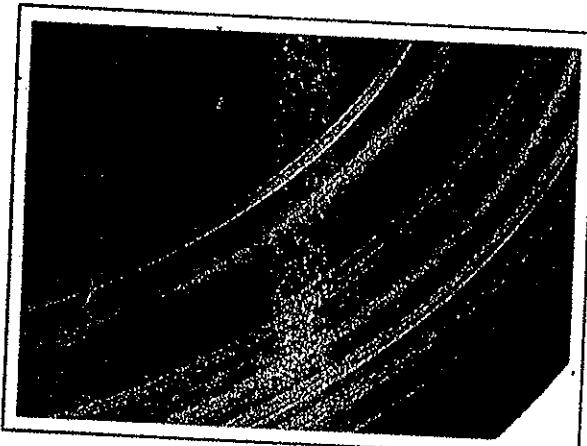
Exhibit #6

Page 4 of 4

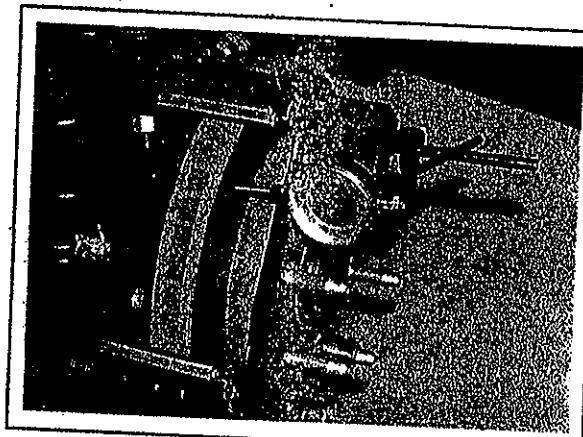
### 5 Brake disc - inspection, removal and installation



5.2 Hang the caliper out of the way with a piece of wire - don't let it hang by the brake hose!



5.3 The brake pads on this vehicle were obviously neglected, as they wore down completely and cut deep grooves into the disc - wear this severe means the disc must be replaced



5.4a To check disc runout, mount a dial indicator as shown and rotate the disc

This page is from the 1981  
INSPECTION Repair manual.

#### ► Refer to illustrations 5.2, 5.3, 5.4a, 5.4b, 5.5a and 5.5b

1 Loosen the wheel lug nuts, raise the vehicle and support it securely on jackstands. Remove the wheel and install the lug nuts to hold the disc in place.

► Note: If the lug nuts don't contact the disc when screwed on all the way, install washers under them.

2 Remove the brake caliper. It isn't necessary to disconnect the brake hose. After removing the caliper bolts, suspend the caliper out of the way with a piece of wire (see illustration).

3 Visually inspect the disc surface for score marks and other damage. Light scratches and shallow grooves are normal after use and may not always be detrimental to brake operation, but deep scoring requires disc removal and refinishing by an automotive machine shop. Be sure to check both sides of the disc (see illustration). If pulsating has been noticed during application of the brakes, suspect disc runout.

4 To check disc runout, place a dial indicator at a point about 1/2 inch from the outer edge of the disc (see illustration). Set the indicator to zero and turn the disc. The indicator reading should not exceed the specified allowable runout limit. If it does, the disc should be refinished by an automotive machine shop.

► Note: When replacing the brake pads, it's a good idea to resurface the discs regardless of the dial indicator reading, as this will impart a smooth finish and ensure a perfectly flat surface, eliminating any brake pedal pulsation or other undesirable symptoms related to questionable discs. At the very least, if you elect not to have the discs resurfaced, remove the glaze from the surface with emery cloth or sandpaper, using a swirling motion (see illustration).

5 It's absolutely critical that the disc not be machined to a thickness under the specified minimum thickness. The minimum wear (or discard) thickness is cast into the underside of front discs (see illustration) and on the outside of rear discs. The disc thickness can be checked with a micrometer (see illustration).



5.4b Using a swirling motion, remove the glaze from the disc with sandpaper or emery cloth

without comparison  
positive  
positivism

#12A

## portfolio

287

## potable

**port-folio** (pôrt' fô'lë-ô) *n.* case for holding loose documents, drawings, etc.; office of a minister of state [L. *portare*, to carry; *folium*, a leaf].

**port-hole** (pôrt' hôl) *n.* window in side of ship [L. *porta*, gate].

**portico** (pôr'ti-kô) *n.* (Archit.) a row of columns in front of the entrance to a building; a covered walk [L. *porticus*].

**portion** (pôr'shan) *n.* a piece; a part; a share; a helping of food; destiny; lot; a dowry; *v.t.* to divide into shares; to give a dowry to. —**less** *a.* [L. *portionis*].

**portray** (pôr'trâ') *v.t.* to represent by drawing, painting, acting, or imitating; to describe vividly in words. —**al** *n.* the act of portraying; the representation. —**er** *n.* **portrait** (pôr'trät) *n.* picture of a person, esp. of the face; a graphic description of a person in words. **portraiture** *n.* the art of portrait painting [L. *protrahere*, to draw forth].

**Portuguese** (pôr' chä. gêz') *a.* pert. to Portugal, its inhabitants, or language.

**pose** (pôz) *v.t.* to puzzle; to embarrass by a difficult question. —**r** *n.* (short fr. *oppose*). **pos-it** (pâz'. iti) *v.t.* to place or set in position; to lay down as a fact or principle [L. *ponere*, *positum*, to place].

**po-si-tion** (pa-zish'. an) *n.* place; situation; the manner in which anything is arranged; posture; social rank or standing; employment [L. *ponere* *positum*, to place].

**pos-i-tive** (pâz'. a. tiv) *a.* formally laid down; clearly stated; absolute; dogmatic; of real value; confident; not negative; plus; (Math.) pert. to a quantity greater than zero; (Gram.) denoting the simplest value of an adjective or adverb; (Colloq.) utter; downright; *n.* the positive degree of an adjective or adverb, i.e. without comparison; in photography, a print in which the lights and shadows are not reversed (as in the negative). —**ly** *adv.* —**ness** *n.* **positivism** *n.* the philosophical system which recognizes only matters of fact and experience. **positivist** *n.* a believer in this doctrine. —**pole**, of a magnet, the north-seeking-pole. —**sign**, the sign (+ read plus) of addition [L. *ponere*, *positum*, to place].

**pos-i-tron** (pâz'. a. trän) *n.* particle differing from an electron in that it has positive electrical charge; a **positive electron**.

**pos-see** (pâz'. i.) *n.* a company or force, usually with legal authority; men under orders of the sheriff, maintaining law and order [L. *posse*, to be able].

**pos-sess** (pâz'. zës') *v.t.* to own or hold as property; to have as an attribute; to enter into and influence, as an evil spirit or passions. —**ed** *a.* influenced, as by an evil spirit; demented. —**ion** *n.* the act of possessing; ownership; actual occupancy; the state of being possessed; the thing possessed. —**ive** *a.* denoting possession; *n.* (Gram.) the possessive case or pronoun. —**ively** *adv.* —**or** *n.* [L. *possidere*, *possessum*, to possess].

**pos-si-ble** (pâz'. a. bl) *a.* capable of being or of coming into being; feasible. **possibly** *adv.* **possibility** *n.* [L. *possibilis*].

**pos-sum** (pâz'. sam) *n.* (Colloq.) an opossum. **to play possum**, to feign; to pretend; to deceive [fr. *opossum*].

**post** (pôst) *n.* a piece of timber or metal, set upright as a support; a prop or pillar; *v.t.* to attach to a post or wall, as a notice or advertisement. —**er** *n.* one who posts bills; a large

placard for posting [L. *postis*].

**post** (pôst) *n.* a fixed place; a military station or the soldiers occupying it; an office or position of trust, service, or emolument; a trading settlement; formerly, a stage on the road for riders carrying mail; *v.t.* to station or place; *v.i.* to inform; to travel with speed. —**age** *n.* the cost of conveyance by mail. —**al a.** pert. to the post office or mail service. —**man** *n.* one who delivers mail. —**mark** *n.* a post office mark which cancels the postage stamp and gives place and time of mailing. —**master** *n.* the manager of a post office. —**master general** *n.* the chief of the post office department of a government. —**card** *n.* a stamped card on which a message may be sent through the mail. —**haste** *adv.* with great speed. —**office** *n.* an office where letters and parcels are received for distribution; the government postal department. —**age** **stamp** *n.* an adhesive stamp, affixed to mail to indicate payment [L. *ponere*, to place].

**post-** (pôst) *adv.* and **prefix** fr. L. *post*, after, behind, used in many compound words. —**date** *v.t.* to put on a document, letter, etc., a date later than the actual one. —**diluvian** *a.* living or happening after the Flood. —**graduate** *a.* of academic study, research, etc., undertaken after taking a university degree. —**impressionism** *n.* a movement in painting, sculpture, etc. which aims at artistic self-expression, or subjective as opposed to objective representation of things. —**mortem** *a.* after death; *n.* the dissection of a body after death; an autopsy. —**natal** *a.* after birth. —**primary** *a.* of education, beyond the elementary school. —**post-e-ri-or** (pâs.ti'. ri.er) *a.* coming after; situated behind; later; hinder; *n.* the rump. —**ly** *adv.* —**ity** *n.* the state of being later or subsequent. **posteriory** (pas.ter'i.yat.i.) *n.* future generations [L. *posterus*, behind].

**post-ern** (pôs'. tprn) *n.* a back door or gate; *a.* rear; private [L. *posterus*, behind].

**post-hu-mous** (pâs'. chä. mas) *a.* born after the death of the father; published after the death of the author; occurring after death. —**ly** *adv.* [L. *postumus*, last, but confused with L. *humus*, the ground].

**post-ilion**, **postillion** (pôs.til'. yan) *n.* the rider mounted on the near horse of a team drawing a carriage [Fr. *postillon*].

**post-pone** (pôst'. pôn') *v.t.* to put off till a future time; to defer; to delay. —**ment** *n.* —**r** *n.* [L. *post*, after; *ponere*, to place].

**post-pran-di-al** (pôst'. pran'. di.al) *a.* after-dinner [L. *post*, after; *prandium*, repast].

**post-script** (pôst'. skript) *n.* something added to a letter after the signature; abbr. **P.S.** [L. *post*, after; *scribere*, *scriptum*, to write].

**post-tu-late** (pâs'. chä. lât) *v.t.* to assume without proof; to lay down as self-evident; to stipulate; *n.* a prerequisite; a proposition assumed without proof. **postulant** *n.* one who makes a request or petition; a candidate, esp. for admission to a religious order. **postula-tion** *n.* [L. *postulare*, to demand].

**posture** (pâs'. cher) *n.* the position of a body, figure, etc. or of its several members; attitude; *v.i.* to assume an artificial or affected attitude. **postural** *a.* [L. *ponere*, *positum*, to place].

**pos-sy** (pô'. zi.) *n.* a bouquet; a flower [poesy].

**pot** (pât) *n.* a rounded vessel of metal, earthenware, etc., used for cooking, holding fluids, plants, etc.; the contents of a pot; (Slang) a large sum of money; *v.t.* to plant in pots; to preserve (as jam, chutney, etc.). **pr.p.-ting**, **pap** and **p.t.**, **-ted**, **-bellied** *a.* corpulent. **hole** *n.* cavity formed in rock by action of stones in the eddy of a stream; a hole in the roadway. —**luck** *n.* whatever may happen to have been provided for a meal. —**shot** *n.* a shot at random [O.E. *pott*].

**po-ta-ble** (pô'. ta.bl) *a.* drinkable. **potation**

*exhibit #13 & #14*

*P.F. 1-B*

*2-11-63*

**INGRESS**

232

WEST<sup>flags</sup>™**INJUNCTION**

utes does not mean they are identical. Thus, laws in one area, though broadly designed to regulate one general field may be aimed at different portions of that field, and still be in genere. The term imports singleness in general purpose but permits diversity of individual purposes.

**INGRESS AND EGRESS** the entering upon and departure from the lands in question, and the means of entering and leaving; the right of lessee to enter and leave leasehold. See **easement**.

**IN GROSS** at large. See **easement (EASEMENT IN GROSS)**.

**IN HAEC VERBA** (*in hēc ver'ba*)—Lat: in these words.

*GMC*  
*manufacture*  
*2-08-69*

**INHERENT DEFECT** a defect that exists in an item regardless of the use made of that item. Although an inherent defect may not be readily detectable, a manufacturer is nonetheless strictly liable for any injury caused by it. Prosser, **Law of Torts** 656, 657. (4th ed. 1971). Synonymous with **latent defect**.

**INHERENT POWERS** those powers an authority such as a court or a government must have in order to achieve the purposes for which it was created. See 437 N.E. 2d 164, 168.

**INHERENT CONSTITUTIONAL POWERS** the federal government possesses "all those inherent and implied powers which, at the time of adopting the Constitution, were generally considered to belong to every government as such, and as being essential to the exercise of its functions." 12 Wall. 457, 556. These powers include the ability to conduct foreign affairs, 299 U.S. 304, 315-16; to exclude and deport aliens, 142 U.S. 651, 659; to protect persons in federal custody or employment, 135 U.S. 1; to protect federal elections, 110 U.S. 651; to protect federally created or fed-

erally guaranteed rights, 112 U.S. 76. **Antieau, Modern Constitutional Law** §§11:5 to 11:12 (1969).

**INHERENT RIGHT** a right that exists by reason of an individual's status as an individual and is not derived from any other source.

**INHERIT** technically, to take as an heir at law solely by descent, rather than by devise. More commonly used to signify taking either by devise, i.e., by will, or by descent, i.e., from one's ancestor as a matter of law. See 113 U.S. 340.

**INHERITANCE** real or personal property which is inherited by heirs according to the laws of descent and distribution. 216 P. 446, 449, 154 S.E. 2d 37, 39. Real property vests in the inheritor immediately on the death of the ancestor, subject to the rights of creditors. 70 P. 2d 1059, 1060. A nontechnical meaning of "inheritance" refers to the estate passed by will. 277 S.W. 197, 198.

**IN HOC** (*in hōk*)—Lat: in this; respecting this.

**IN INVITUM** (*in in-vē'-tūm*)—Lat: against the will of the other party.

**INJUNCTION** a judicial remedy awarded for the purpose of requiring a party to refrain from doing or continuing to do a particular act or activity. 104 A. 2d 884. Injunctions were first used by the courts of equity to restrain parties from conduct contrary to equity and good conscience. 344 S.W. 2d 257. Today, with the widespread merger of law and equity, injunctions are used as well in general courts of law whereas law courts were formerly constrained to use the writ of **mandamus**.

The injunction is a preventative measure which guards against future injuries rather than affording a remedy for past injuries.

Types of injunctions include:

#5-A

As our left front wheel slowly climbed upon the center of the vehicle in front of us I quickly released the brake pedal to allow the front wheel to rotate & climb instead of impacting. I then forced the steering to the full right turn & jammed the brake pedal down hard & the right wheel grabbed into the pavement & threw us off the vehicle in front & we slowly crept around & along side of the vehicle in our immediate front. Margaret's head was against the right door window glass & I reached over & pulled her head back for the protection from the vehicle frame work between the two right side doors. I thought we may go down on our right side, half way over a roll. Then holding the steering hard right with only my left hand which (strained) my left hand & wrist, also injured & pressured from the response of an air-bag explosion. This act pulled the ligaments on my left wrist, placing me in a cast & lots of pain for almost 2 years. I was really in fear of Margaret getting her head impacted & possibly through the glass. Luckily, our vain attempt at stopping the forward motion of our vehicle & trailer gave the car in the right lane enough time to pull out of the way to make room for us to pass the vehicles on the left lane whom were sitting still as they had already impacted. We both thought we were on fire and I was afraid of an explosion from a full 40 gallon tank of gas procured about 1/2 hour earlier.

Clinton M. Tullis

RT/

## ENDANGERMENT TO THE ENTIRE PUBLIC

Exhibits  
# 5 & 15

- (1). Neglect of GMC Leadership and many other Manufacturers of vehicles "World Wide" should have responsibility adhered to in the extreme for dollars gained by Agencies through False Advertising and Crucial Neglect of keeping Vehicles safe for use on State, County and City Roadways, Disregarding the threats to the Publics safety and Lives towards sudden Death or horrendous Injury's prevailing through their incompetant, negative actions and considerations.
- (2). They should not only be held monetarily accountable, but should also serve time in jail to accommodate their unnecessary criminal acts by negating proper production.
- (3). All vehicles, whether new or used, must be examined thoroughly and brought up to safety standards before turning loose on our roads.
- (4). Our judges and Politicians, whether heads of Policing Agencies that deny or avoid the matters or similar matters should be positively instantly removed and denied their retirement funds. Penalty's analagous to Judges and Politicians causng or bypassing causes of injury's and injuring citizens mentally or physically should not be tolerated at all, under any conditions.
- (5). Advertisements by Automobile manufacturers and their Agency's World Wide,should be based on Truths; Not just on Public Trusts.
- (6). They should be denied their product sales in any city, county, or state for at least One-Year, on each and every discovery of improper assembly or repairs.
- (7). I personally called (after much trouble in locating), a sales manager for Toyota and told him "My Suv" was assured of doing 16 Miles per Gallon of gasoline and I was only getting ten Miles Per Gallon.
- (8). I told him, I wanted a phone number or address of an official at the United States Plant to make a personal appointment for driving my Suv to his Factory and have the engine tuned to deliver my travels increased, to sixteen Miles Per Gallon.
- (9). He laughed and told me that they could not or would not accommodate me; as the Miles per gallon was only a part of legal sales pitches to sell vehicles of which there is no violations of law. *He evidently has not heard of perfidy - Fraud.*
- (9a). In other words, don't believe what you hear; It is only to over-whelm other agency's and increase purchases to the ignorant Public.
- (10). This has got to stop. Both new and used vehicles to be sold; Do increase and enhance the highways and road deaths.
- (11). An assist to control the population count. WE WANT THE ENTIRE GOVERNMENTS Procedures, TO RETURN OUR NATION TO ITS FOUNDATION, and of which it will influence the major portion of other nations to follow suit; with demanded honesty and complete expected proper assembly of vehicles to comply with honest advertisements.

(12). REMEMBER: Our Nation: A Republic for which it stands: One Nation Indivisible, with Liberty and Justice for All. (12a). Lets take it back to the people and the Pride of the World.

(13). Lets enforce our Attorneys and Judges with belief in proper principals (Honesty);

(13a). Lets hit our teaching of Lawyers and Judges to conform with honesty; Not overwhelming by Power and Seduction of our innocent..

(13b). Fire the Crumbs including canceling our Tax Money to the Colleges, etc. that preach to Do whatever is necessary to win. The stupid Judges love a good show and should be home looking at TV programs, while the judges neighbors are running over their Kids with vehicles that should not have been on the road because of inappropriate control being hidden by the winner. in sales.

(14). In our World today; We are overloaded with Politicians, and Political Proponents and Advisors that may not even know or realize that they are also amoungst the endangered Public that fall victim to the errors and known discrepancies, that Auto Dealerships, Agency's and Manufacturers can bypass by, paying for individual Political Status votes and filling each others wallets.

(14a). They should look at every one they meet, travel alongside of, or pass; may at any moment blow a tire, lose their steering control, find their brakes insufficient, their lights to go out, anything to thwart their arriving at their previous planned destination and all too often to arrive at their unplanned journey to a hospital or final stop at a morgue.

(15). Injurys or Deaths caused by automobiles are on TV stations and in news papers daily. Most of this is because of vehicle problems ignored by Dealers, and not completed at or by Agency's because of moving through the assembly llines so fast, with out proper supervision or enough mechanics to properly complete the assembly's and are sent to the trust of unknowledgeable purchaseres.

(16). Please don't take this in as ignorance. I was a darned good mechanic earlier in life and realize when something is neglected of which very few on the roads know until it is too late.

(17). TO BEGIN WITH,: REMOVE THE CRUISE CONTROLS.

(17a). They are a big cause of roads and residential areas deadly accidents.

(17b). You cant turn them off when fighting airbags.

(17c). You cant turn them off when someone else is forcing you sideways of which you cant always get to the brakes that may also not be in proper condition for sudden control.

(17d). If you are too tired to operate the throttle with your foot, you are too tired to travel and this will help shorten your life span no matter what you try.

(18). Before you buy; Take your exciting vehicle to a mechanic to check out underneath for the steering, tires and wheels and the engine etc. under the hood after which; have him take you for a few miles run on the freeway for his final test. If the dealer will not allow this; You have already won a good cause and better go to another dealer.

19. This information is meant for everyone driving a vehicle to consider; No matter how old or how new, ignoring the truth, subjects the drivers and anyone they meet or pass is in danger of serious injury's or sudden death, for abuse or use as expressed above.

20. The Politicians have established, vehicle "Emision Control Inspections' of vehicles; and are provided with equipment and personell to determine the condition of whether the vehicles need nurtured to supposedly save the climate.

21. They should develop or appoint shops for thorough examinations on each vehicle sold whether new or used, before allowing any of them to be used on the roads or to place any party, lot, or agency in a heavy monetary punishment penalty if they sell a vehicle that should not be on the roads and highways.

22. I am planning on bringing the above to Washington State Legislature for hopefully igniting new laws and restrictions of new and used vehicle dealerships or individuals methods of sales of a vehicle not in condition to be used on the roads and highways of the State.

23. This is not a game to be playing. An automobile Insurance policy cannot bring those killed or injured, back to their former plane of survival.

THE ABOVE HAS ALL TOO OFTEN HAD PORTIONS TO BE OVERLOOKED AND /OR BYPASSED BY POLITICIANS, WHOM WERE FINANCIALLY SUBSIDIZED BY THE AUTOMOBILE DEALERSHIPS, CRIMES OF UNNECESSARY ENDANGERMENT TO THE PUBLIC.

Clinton M. Tullis  
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Renton, Wa. 98058-0903  
425-226-7399 or 206-713-4950  
ccmtullis@juno.com

Plaintiffs would be delighted if the Court and the Jurors would all sign their names, addresses and phone numbers on the back of PLAINTIFFS COPIES FOR TRANSITION TO Olympis.

This would not be the first time I have asked for help from citizens and received an absolute response from a Governmental Agency to change their Policies.

Maybe, One of you would be glad to be the courier of this list and I will be glad to assistif you desire.

So that you can diagnose what my assist would perform; I am the party that pulled the Seattle Parks Supervisor and the Maintenance Leaders to the Delridge Way Parks Building for a three hours of details on thwe inadequacy of the functioning of Lighting the Parks and of constructing proper timing of Ball Players, etc. so the fields were ready for intended use and facilities for public use were open and strong enough for clean-ness, etc. Recreation Departments since have given the maintenance the use rosters and every thing has been on time and in top condition ever since.

P. 3 of 3. dark and found an angry crowd with their vehicles all tagged with a big bill from Diamond Parking. Within two Beeks, The Seattle Parks agreed to clean up all Parking and Boating needs and establish a reasonable use fee for new manicured boat ramps and Boat Locks, Library and other facilities +--

*exhibit**#13A*

Dear Clinton,

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Susan E. Docherty  
Vice President, U.S. Marketing

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*effebit*  
*#13-B*

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Dear Clinton:

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Check out the Chevy Express 4500 Cutaway and GMC Savana 4500 Cutaway >>



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VEHICLE SHOWROOM

CURRENT OFFERS

*This was commenced  
after GM received  
the Summons & complaint  
from Plaintiffs*

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IBIT # 4

I was sitting on the passenger side of the front seat. I thought we were stopping and then suddenly it felt like we were floating down the road. Then we were climbing over the back right end of the vehicle in front of us. Then our vehicle dropped down. That's when the air bag hit my chest. It was very painful. There was a lot of smoke I thought our suburban was on fire; but it was from the air bag. I believe the seat belt grabbed me across my left breast and under my left arm, because it was very sore and tender for a long time. I was not able to lay on my left side. I had bruises on the front of my breast and another bruise underneath of my left breast. It was about two months before I was able to sleep comfortable again.

Margaret L. Tullis

p# 3 of 3

P-23)

Exhibits Pg 50 of 69


  
**Holiday Inn  
EXPRESS**
**OF CENTRALIA**  
 1233 Alder Street  
 Centralia, WA 98531  
 360/330-9441

[REDACTED] Name &amp; Address [REDACTED]

 MARGARET TULLIS  
 16300 184TH AVE SE

RENTON

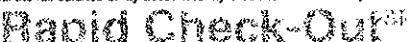
WA 980580903

Room	114-11
Arrive Date	07/18/04
Dept. Date	07/19/04
Folio #	0
Room Rate	89.95
Account	2-CVISA
Mkt/Seg	O-TRAN

Page 1

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I authorize you to bill the full balance of my account to my credit card which was presented upon registration.



SIGNATURE

The management is not responsible for any valuables not secured in safety deposit boxes provided at the front office. I agree that my liability for the charges is not waived and agree to be held personally liable in the event that the indicated person, company or association fails to pay for any part or the full amount of such charges.

X  
SIGNATURE

DATE	CODE	REFERENCE	ID	DESCRIPTION	CHARGE	PAYMENT	BALANCE
0718	111	0718000	DKT	GUEST ROOM	.89.95\$	.00\$	.89.95\$
0718	811	0718001	DKT	SALES TAX	7.02\$	.00\$	96.97\$
0718	812	0718002	DKT	OCCUPANCY TAX	1.80\$	.00\$	98.77\$
0719	918	0719000	DKT	VISA	.00\$	-98.77\$	.00\$
***TOTAL***							.00\$

 Filed  
 w/ ledger  
 2-25-09


  
**Holiday Inn  
EXPRESS**
*margaret night  
 at hospital  
 after collision*

ACCT. NO. VS *****99999	0705
CARD MEMBER NAME TULLIS/MARGARET L	
ESTABLISHMENT NO. & LOCATION H.I. Express - Centralia 1233 Alder Street Centralia, WA 98531	
CARD MEMBER'S SIGNATURE 	
EXCLUSIONS OF SERVICES PURCHASED OUT OF CARD SHALL NOT BE HELD OR REFUNDED FOR A CASH REFUND	

DATE OF CHARGE 07/19/04	FOLIO NO./CHECK NO. HI- 51872-0/
AUTHORIZATION 025359	I.D. DKT .00\$ .00\$
PURCHASES & SERVICES 98.77\$	
TOTAL AMOUNT	98.77\$

*exhibit 10-12*

CUSTOMER'S ORDER NO.		DEPARTMENT		DATE	
NAME		<i>Tracker to haul our gear from wrecks.</i>			
ADDRESS					
CITY, STATE, ZIP					
SOLD BY		CASH	C.O.D.	CHARGE	ON ACCT.
QUANTITY	DESCRIPTION			PRICE	AMOUNT
1	<i>Light Adaption</i>				<i>5.95</i>
2					
3	<i>Hitch &amp; Ball w/rod</i>				<i>20 -</i>
4					
5	<i>Pan</i>				<i>3.95</i>
6					
7				DATE 267747442802 07/18/2004 OLEB	TIME 18:17:46
8					
9				RENTALS ETC, INC. 700 SOUTH TOWER CENTRALIA WA 98531 (360) 736-8257 THANK YOU	<i>9.95</i>
10					
11					<i>39.85</i>
12					
13	CREDIT SALE				<i>3.11</i>
14	TRANS # 001				
15	AUTH # 020249				<i>42.96</i>
16	VISA ACCOUNT # 4428680001639983			EXP DATE 0507	
17					
18	SALE AMOUNT \$42.96				
19	I AGREE TO PAY ABOVE TOTAL AMOUNT ACCORDING TO CARD ISSUER AGREEMENT				
20	MERCHANT AGREEMENT, IF CREDIT VOUCHER				
RECEIVED BY <i>Selinton M. Miller</i>					
adams 5805					

*Exhibit #8*

procedure following surgical diagnosis stability of plaintiff's heart for surgery (if possible) and of which surgery diagnosis and performance was applied.

Printed On Dec 22, 2008

# Consult Request

## APPOINTMENT.

Diagnosis: bilateral inguinal hernias

Planned Procedure: laparoscopic bilateral inguinal hernia repair

Requesting Provider: Hammill

Requested Appointment Date: Apr 21, 2005

Requested OEC Appointment Date: Apr 21, 2005

Planned Surgery Date: Apr 25, 2005

Was the History and Physical Completed in Clinic? No

*date of surgery  
released from hospital  
on 4/28/05*

Was Informed Consent Completed in Clinic? No

Known Consult Needs (complete electronic consult scheduling will be done with OEC): Medicine Consult

ASA Status: II Mild Systemic Disease, no functional limitations

Additional Instructions: please make oec medicine and oec for April 21

Weight: 223.2 lb [101.5 kg] (12/02/2004 14:26)  
Height: 74.5 in [189.2 cm] (08/05/2004 15:15)

Patient Allergies: Patient has answered NKA and followed April 30, 09 with

Any new allergies: None in an infection and most of another week

ORDERS: sedatives in the hospital taking sedatives to remove

the incoming grant particles until May 1, 2009

and considered safe for plaintiff's release from

hospital on May 12, 2009. It was very difficult

to mentally function properly on this call.

All of this should never have happened, if

agency; Corfarto Campbell &amp; combine of 4,000

5-hobby assembly on the 1999 Suburban had

not easily collapsed. This may not have been

put to the test if agency of Corfarto Campbell

had performed the perfected condition of the

Suburban, they did about inclusive of their

cheap mounting of their improper trailer brakel

ACTIVATOR, ~~or other~~

PATIENT NAME AND ADDRESS (Mechanical Imprinting, if available)

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as a result, plaintiff's discovered  
the Suburban frame channel was too  
Printed at Seattle F track and the steering  
assembly was both inclusive of  
too much of structural causing  
plaintiff's both to tape a bearing  
when the front end collapsed.

Page 20

P-27 P-10  
R-27 R-10  
D-27 D-10

# Consult Request

*exhibit #8*

Printed On Dec 22, 2008

Note# 9316146

Note: TIME ZONE is local if not indicated

LOCAL TITLE: PRE-OP MEDICINE CONSULT REPORT TEMPLATE  
STANDARD TITLE: INTERNAL MEDICINE CONSULT

DATE OF NOTE: APR 21, 2005@16:56

ENTRY DATE: APR 21, 2005@16:56:55

AUTHOR: CORNIA, PAUL B

EXP COSIGNER:

URGENCY:

STATUS: COMPLETED

PATIENT AGE: 80

GENDER: MALE

PLANNED PROCEDURE (& SIDE): laparoscopic BIH repair

PLANNED PROCEDURE DATE: 4/25/05

*actual  
seen: 4/28/05  
date released from  
hospital  
April 25 - 05 surgery*

## HISTORY

- 1) Cardiac risk factors: age
- 2) Cardiac studies: none

3) Functional status: no prior cardiac history. he reports that he is quite physically active in his daily life - gardens, mows the lawn, repairs cars, manages an apt complex, etc. he has mild, stable dyspnea on exertion and denies chest pain, as well as orthopnea, pnd and leg swelling.

Problem list: (per dr bryson)

- 1) Fiberglass exposure, dyspnea on exertion, no current pulmonary disease.  
11/04 pfts: mild airflow obstruction, fev1 2.9L
- 2) Benign prostatic hypertrophy, elevated PSA, biopsy negative 1997.
- 3) First degree AV block.
- 4) Ascending aortic aneurysm, 5.3 cm, stable.
- 5) Degenerative joint disease hips, right greater than left.
- 6) s/p R hip replacement
- 7) L hand injury from MVA - triquetral fx of uncertain age (8/3/04)

## Current Medications:

- 1) Ibuprofen 400mg i po TID prn

## PHYSICAL EXAMINATION

HEIGHT: 74 in [188.0 cm] (04/21/2005 13:46)  
[104.1 kg] (04/21/2005 13:46)

WEIGHT: 229 lb

TEMPERATURE: 97.6 F [36.4 C] (04/21/2005 13:46)

PULSE: 70

(04/21/2005 13:46)

BP: 141/57 (04/21/2005 13:46)

## PATIENT NAME AND ADDRESS (Mechanical Imprinting, if available)

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*Paged off*

*P-29*

*all from July 10/04  
collision*

*Prior to 2 lower inguinal  
4/25/05 — Surgery*

*all because of  
trailer activate failure*

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# Consult Request

Significant Findings: Unknown

Facility Activity	Date/Time/Zone	Responsible Person	Entered By
CPRS RELEASED ORDER	03/29/05 07:11	HAMMILL, FRED	WILBER, EILEEN M
PRINTED TO ORDERS 2E	03/29/05 07:11		
COMPLETE/UPDATE	03/16/08 17:46	TANG, CAITLYN N	TANG, CAITLYN N
Consult completed as requested by service.			

Note: TIME ZONE is local if not indicated

Significant Findings: Unknown

No local TIU results or Medicine results available for this consult

===== END =====

Current Pat. Status: Outpatient  
 Primary Eligibility: NSC

## Order Information

To Service: OEC MEDICAL CLEARANCE  
 From Service: SPC GEN SURG (50100)  
 Requesting Provider: HAMMILL, FRED  
 Service is to be rendered on an OUTPATIENT basis  
 Place: Consultant's choice  
 Urgency: Routine  
 Orderable Item: OEC MEDICAL CLEARANCE  
 Consult: Consult Request  
 Reason For Request:  
 Patient with 1st degree AV block needs pre-op medical eval prior to laparoscopic BIH repair

## Inter-facility Information

This is not an inter-facility consult request.

Status: COMPLETE  
 Last Action: COMPLETE/UPDATE

Facility Activity	Date/Time/Zone	Responsible Person	Entered By
CPRS RELEASED ORDER	03/29/05 07:11	HAMMILL, FRED	WILBER, EILEEN M
PRINTED TO ORDERS 2E	03/29/05 07:11		
COMPLETE/UPDATE	04/21/05 17:13	CORNIA, PAUL B	CORNIA, PAUL B

## PATIENT NAME AND ADDRESS (Mechanical imprinting, if available)

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*R-3 of 8*  
*P-HES*

*The lower esophageal diverticulum  
caused by trachea extubation failure  
by Constance Campbell*

# Consult Request

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## GENERAL APPEARANCE AND MENTAL STATUS:

NORMAL	NOT NORMAL	COMMENTS:
--------	------------	-----------

CARDIAC	[xx]	[ ] rrr s1 s2 occ ectopy, no mrg
LUNGS	[xx]	[ ] cta no wr
EXTREMITIES	[xx]	[ ] no edema

## LABS &amp; STUDIES

Hct: 42.7 %	(04/21/2005 14:23)
WBC: 8.8 K/uL	(04/21/2005 14:23)
Platelets: 251 K/uL	(04/21/2005 14:23)
PT: _____	
PTT: _____	
INR: _____	
Na: 139 mEq/L	(04/21/2005 14:23)
Cl: 104 mEq/L	(04/21/2005 14:23)
BUN: 16 mg/dL	(04/21/2005 14:23)
Glucose: 96 mg/dL	(04/21/2005 14:23)
K: 4.2 mEq/L	(04/21/2005 14:23)
HCO3: _____	
Cr: 0.8 mg/dL	(04/21/2005 14:23)
CO2: 26.0 mEq/L	(04/21/2005 14:23)
ECG: nsr, 1st degree avb, no q waves	

## ASSESSMENT/PLAN

Problem 1: Preoperative cardiac risk assessment

Clinical predictors - minor (age)

Type of surgery - low/intermediate risk

Functional status - Good &gt; 4 METs (self report)

## Recommendations:

- According to AHA/ACC guidelines, this patient may proceed to surgery without further cardiac testing.
- Cardiac risk <1 % (Revised cardiac risk index - Lee et al).

Thank you for this consultation, please call with questions.

/es/ PAUL B CORNIA  
Attending MD, GIMC

Signed: 04/21/2005 17:13

===== END =====

Current Pat. Status: Outpatient

## PATIENT NAME AND ADDRESS (Mechanical Imprinting, if available)

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# Surgical Information

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Packing: NONE

Blood Loss: 0 ml

Urine Output: 0 ml

Postoperative Mood: SEDATED  
 Postoperative Consciousness: AWAKENING  
 Postoperative Skin Integrity: INTACT

Sequential Compression Device: YES

## Nursing Care Comments:

see preop nursing assessment note on chart.pt verified id, npo, nkda operative procedure as bilateral inguinal hernia repair. pt to or bed per self w/ minimal assistance supine w/ pillow under head, bilateral arms padded and secured at sides by cook rn and tatum md. pillow under knees and lower legs, foam under ankles floating heels. 1gm cefazolin to anesthesia for preop infusion. pt hard of hearing, amplified and earphones used to facilitate communication. after induction, 16fr foley inserted w/o difficulty, balloon tested, clear yellow return to urimeter after balloon inflated. continues to flow clear yellow at 0830. ted and scd applied to bilateral legs.

0.25% bupivacaine w/ 1:200,000 epinephrine to sterile field, 8cc infiltrated by surgeons.

## implants:

davol, bard 3DMax mesh right medium 8.5cmx 13.7cm ref#0115320 lot# 43GOD329 exp 2007-07.  
 davol, bard 3DMax mesh left medium 8.5cm x 13.7cm ref#0115310 lot# 43HOD306 exp 2007-08.

/es/ BARBARA M COOK

rn

Signed: 04/25/2005 10:02

04/28/2005 ADDENDUM

STATUS: COMPLETED

The Anesthesia Technique(s) subfile was changed as follows:

The following Anesthesia Technique was ADDED:

Anesthesia Technique: GENERAL

/es/ JOYCE S HENDERSON

SUPERVISORY PROGRAM ASSISTANT

Signed: 04/28/2005 08:25

Addendum to NURSE INTRAOPERATIVE REPORT

LOCAL TITLE: Addendum

## PATIENT NAME AND ADDRESS (Mechanical Imprinting, if available)

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*P-FF 5/8*  
*P-FF 325*

#8 ~~P#33~~  
**Surgical Information**

Printed On Dec 22, 2008

Valid Consent/ID Band Confirmed By: COOK, BARBARA M  
Mark on Surgical Site Confirmed: YES  
Marked Site Comments: NO COMMENTS ENTERED

Preoperative Imaging Confirmed: YES  
Imaging Confirmed Comments: NO COMMENTS ENTERED

Time Out Verification Completed: YES  
Time Out Verified Comments:  
cook rn, price md, tatum md @ 0744.

Skin Prep By: COOK, BARBARA M Skin Prep Agent: IODINE & ALCOHOL  
Preop Shave By: DROESCH, JOHN

Surgery Position(s):  
SUPINE Placed: N/A

Restraints and Position Aids:  
SAFETY STRAP Applied By: N/A

Electrocautery Unit: 11  
ESU Coagulation Range: 0-25  
ESU Cutting Range: 0-25  
Electroground Position(s): RIGHT POST THIGH

Tubes and Drains:  
none

Irrigation Solution(s):  
LACTATED RINGERS

Sponge Count Correct: YES  
Sharps Count Correct: YES  
Instrument Count Correct: NOT APPLICABLE  
Counter: BALDWIN, GAYLE S  
Counts Verified By: COOK, BARBARA M

Dressing: Dermabond  
Packing: NONE

Blood Loss: 0 ml Urine Output: 0 ml

Postoperative Mood: SEDATED  
Postoperative Consciousness: AWAKENING  
Postoperative Skin Integrity: INTACT

PATIENT NAME AND ADDRESS (Mechanical imprinting, if available)  
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# Surgical Information

*Preparation for Right & left lower  
inguinal surgery*  
Printed On Dec 22, 2008

Sequential Compression Device: YES

Nursing Care Comments:

see preop nursing assessment note on chart.pt verified id, npo, nkda operative procedure as bilateral inguinal hernia repair. pt to or bed per self w/ minimal assistance supine w/ pillow under head, bilateral arms padded and secured at sides by cook rn and tatum md. pillow under knees and lower legs, foam under ankles floating heels. 1gm cefazolin to anesthesia for preop infusion. pt hard of hearing, amplified and earphones used to facilitate communication. after induction, 16fr foley inserted w/o difficulty, balloon tested, clear yellow return to urimeter after balloon inflated. continues to flow clear yellow at 0830. ted and scd applied to bilateral legs.

0.25% bupivacaine w/ 1:200,000 epinephrine to sterile field, 8cc infiltrated by surgeons.

implants:

davol, bard 3DMax mesh right medium 8.5cmx 13.7cm ref#0115320 lot# 43GOD329 exp 2007-07.

davol, bard 3DMax mesh left medium 8.5cm x 13.7cm ref#0115310 lot# 43HOD306 exp 2007-08.

/es/ BARBARA M COOK

rn

Signed: 04/25/2005 10:02

04/25/2005 ADDENDUM

STATUS: COMPLETED

The Nursing Care Comments field was changed

>> from original Nursing Care Comments text:

see preop nursing assessment note on chart.pt verified id, npo, nkda operative procedure as bilateral inguinal hernia repair. pt to or bed per self w/ minimal assistance supine w/ pillow under head, bilateral arms padded and secured at sides by cook rn and tatum md. pillow under knees and lower legs, foam under ankles floating heels. 1gm cefazolin to anesthesia for preop infusion. pt hard of hearing, amplified and earphones used to facilitate communication. after induction, 16fr foley inserted w/o difficulty, balloon tested, clear yellow return to urimeter after balloon inflated. continues to flow clear yellow at 0830. ted and scd applied to bilateral legs.

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implants:

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davol, bard 3DMax mesh left medium 8.5cm x 13.7cm ref#0115310 lot# 43HOD306 exp 2007-08.

>> to updated Nursing Care Comments text:

see preop nursing assessment note on chart.pt verified id, npo, nkda

PATIENT NAME AND ADDRESS (Mechanical imprinting, if available)

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*P-34*

# Surgical Information

Printed On Dec 22, 2008

STANDARD TITLE: ADDENDUM

DATE OF NOTE: APR 28, 2005@08:25:39

ENTRY DATE: APR 28, 2005@08:25:39

AUTHOR: HENDERSON, JOYCE S

EXP COSIGNER:

URGENCY:

STATUS: COMPLETED

SUBJECT: Case #: 88659

The Anesthesia Technique(s) subfile was changed as follows:

The following Anesthesia Technique was ADDED:  
Anesthesia Technique: GENERAL

/es/ JOYCE S HENDERSON  
SUPERVISORY PROGRAM ASSISTANT  
Signed: 04/28/2005 08:25

=====

--- Original Document ---

04/25/05 NURSE INTRAOPERATIVE REPORT:  
Operating Room: OR 3

Surgical Priority: ELECTIVE

Patient in Hold: APR 25, 2005 06:56  
Operation Begin: APR 25, 2005 08:12

Patient in OR: APR 25, 2005 07:35  
Operation End: APR 25, 2005 09:55  
Patient Out OR: APR 25, 2005 10:00

*3 surgery performed  
plaintiff w/ as released  
from hospital on 4/28/05*

Major Operations Performed:  
Primary: LAPAROSCOPIC BIH REPAIR

Wound Classification: CLEAN  
Operation Disposition: PACU (RECOVERY ROOM)  
Discharged Via: STRETCHER

Surgeon: DROESCH, JOHN  
Attend Surg: TATUM, ROGER P  
Anesthetist: PRICE, CHRISTINE H

First Assist: MORLOCK, ASHLEY  
Second Assist: N/A  
Assistant Anesth: N/A

OR Support Personnel:

Scrubbed  
BALDWIN, GAYLE S ()

Circulating  
COOK, BARBARA M ()  
MCISAAC, MARY K ()

Other Persons in OR:  
wedlock, lois (autosuture)

Preop Mood: ALERT  
Preop Skin Integ: INTACT

Preop Consc: ALERT-ORIENTED  
Preop Converse: N/A

PATIENT NAME AND ADDRESS (Mechanical imprinting, if available)

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*P # 36*

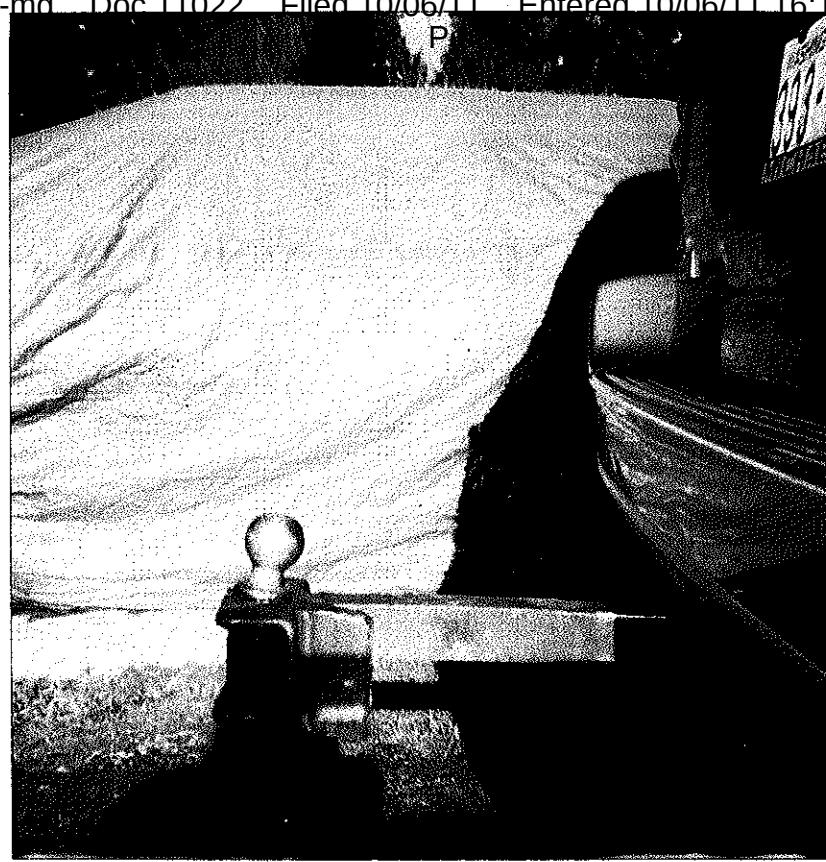


EXHIBIT # 4

